

## ROUTING SLIP

(Individual or Department)

Send To:

|                  | Recd. | Recd. |
|------------------|-------|-------|
| 1. CONTRACT FILE | 6.    |       |
| 2.               | 7.    |       |
| 3.               | 8.    |       |
| 4.               | 9.    |       |
| 5.               | 10.   |       |

Eileen,

This is a Special Release to be filed  
with the terminated agreement with  
the U.S. Navy covering the rental of  
1751 sq. ft. in Bldg. No. 10.

HMH.

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, by lease dated 21 April 1961  
and bearing number NOY(R)- 62002

The Port of Portland

as Lessor, leased to THE UNITED STATES OF AMERICA, as Lessee, premises:

Approximately 1751 square feet of floor space in the southeast corner of the second floor of Building No. 10, North Lagoon Avenue, Swan Island, Portland, Oregon,

more particularly described in said lease, and

WHEREAS, the United States of America, no longer requiring the use of said premises, has surrendered possession thereof to the Lessor, and the Lessor has accepted such surrender on the 30th day of June 1963.

The undersigned, the Lessor under said lease, for and in consideration of the surrender of said premises, the return of which in good condition is hereby acknowledged, has remised, released and forever discharged, and by these presents does for itself, its successors, and assigns, remise, release and forever discharge the United States of America, its officers, agents and employees, of and from all manner of actions, claims or demands (except for the payment of rent to the above referred to date of surrender) which against the United States of America, its officers, agents and employees, the undersigned ever had, now has, or ever will have upon, or by reason of any matter, cause or thing whatsoever arising out of said lease or the occupancy by the United States of America of said premises or the use of any personal property thereon.

IN WITNESS WHEREOF, the Lessor, The Port of Portland  
has caused these presents to be executed this 3<sup>rd</sup> day of JULY  
1963.

By George M. Baldwin  
Title: General Manager

I, H. W. Bauer, certify that I am the  
Asst. Secretary of the corporation named as Lessor in the foregoing  
Special Release; that George M. Baldwin who signed said  
Special Release on behalf of the Lessor was then General Manager of said  
corporation; that said Special Release was duly signed for and in behalf of said  
corporation by authority of its governing body, and is within the scope of its  
corporate powers.

(CORPORATE SEAL)

H. W. Bauer

# NOTICE OF RENEWAL OF GOVERNMENT LEASE

R-300:JHG:rt  
11011(401-357)

DATE MAY 11 1962

TO: **Port of Portland**  
**P. O. Box 4099**  
**Portland 8, Oregon**

You are hereby notified that under the provisions of the Government Lease described below, the United States of America elects to renew the said lease as the same may have been amended, and by these presents does renew, extend, and adopt the said lease and all the terms, conditions, and general provisions thereof for the period beginning 1 July 1962 and ending 30 June 1963.

DESCRIPTION OF LEASE (NOy(R) number, date, acreage, location by street number, city, county, and state as applicable):

**NOy(R)-62002 with Port of Portland, Lessor, dated 21 April 1962, covering approximately 1751 square feet of floor space in the southeast corner of the second floor of Building No. 10, North Lagoon Avenue, Swan Island, Portland, Oregon.**

|                        | Action | Info. |
|------------------------|--------|-------|
| Gen Mgr.               |        |       |
| Compt.                 |        |       |
| Ch. Engr.              |        |       |
| Properties             | I      |       |
| Aviation               |        |       |
| Manning                |        | X     |
| Per. Inf.              |        |       |
| Tatum                  |        |       |
| Diker                  |        |       |
| No. of Copies <u>2</u> |        |       |

UNITED STATES OF AMERICA

BY V. M. Tregonis **V. M. TREGONIS**  
(Contracting Officer) Deputy

| NAVY IDENTIFICATION AND ACCOUNTING DATA  |   |  |               |                                     |
|--|---|--|---------------|-------------------------------------|
| NAME AND ADDRESS OF USING ACTIVITY<br><b>Resident Assistant Industrial Manager<br/>(Seattle), Portland, Oregon</b> |   | LOCAL GOVERNMENT REPRESENTATIVE (DPDO and address)<br><b>Director, Northwest Division<br/>Bureau of Yards and Docks<br/>1638 W. Lawton Way, Seattle 99, Washington</b> |               |                                     |
| COST<br><b>\$ 680.00</b>   | APPROPRIATION CHARGEABLE                |  |               |                                     |
| OBJECT CLASSIFICATION<br><b>230</b>  | EXPENDITURE ACCOUNT NO.<br><b>45392</b> | ACTIVITY ACCOUNTING NO.<br><b>62682</b>  | ALLOTMENT NO. | CONTRACT NO.<br><b>NOy(R)-62002</b> |

| DOCUMENT APPROVAL |          |          |
|-------------------|----------|----------|
| ROUTING           | APPROVED | DATE     |
| PROP.             | CAC      | 4/13/61  |
| <del>PROP.</del>  |          |          |
| MANAGE            | JH       | 4-12-61  |
| <del>MANAGE</del> |          |          |
| <del>MANAGE</del> |          |          |
| Asst              | Enb      | 11/15/61 |
| GEN MGR.          | JH       | 11/15/61 |
|                   |          |          |

PSY100001004



# LEASE OF REAL PROPERTY

LEASE between **the PORT OF PORTLAND**, a municipal corporation, whose address is:  
**Swan Island, P. O. Box 4099, Portland, Oregon**

hereinafter called the "Lessor," and the United States of America, hereinafter called the "Government."

THE LESSOR, for his heirs, executors, administrators, successors, and assigns, hereby leases to the Government for Government use, the property described below, and agrees, as part of the rental consideration, to provide the additional facilities and services specified herein, in accordance with the terms, conditions, and general provisions set forth on this page and on the reverse side hereof and to the other provisions, if any, incorporated herein by attachment or reference.

1. LOCATION AND DESCRIPTION OF PROPERTY Approximately 1,751 square feet of floor space in the southeast corner of the second floor of Building No. 10, North Lagoon Avenue, Swan Island, Portland, Oregon

2. ADDITIONAL SERVICES AND FACILITIES TO BE FURNISHED: Water and sewer service will be furnished by the Lessor.

3. TERM: This lease shall be for the period beginning 1 July 1961, and ending 30 June 1962 and may, at the option of the Government, be renewed from year to year at the same rental and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least 30 days before this lease or any renewal thereof would otherwise expire but no renewal shall extend the period of occupancy beyond 30 June 1964.

4. RENT: The Government shall pay the Lessor annual rent of \$ 680.00 at the rate of \$ 170.00 per quarter, payable at the end of each quarter-annual period.

5. RESTORATION NOTICE: If the Lessor will require restoration under paragraph c of the General Provisions, hereof, the Lessor shall give written notice thereof to the Government at least 20 days prior to the expiration date of this lease or any renewal thereof.

6. EXECUTION BY LESSOR (See Item 6 of Directions)

APPROVED BY COMMISSION

ON April 10 1961

APPROVED AS TO FORM.

Lepton R. Gatum

of Council for the Port of Portland LESSOR IS A CORPORATION, CERTIFICATION BY SECRETARY OR ASSISTANT SECRETARY:

I certify that the person who signed this agreement on behalf of the Lessor was then the Officer indicated and this agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

NAME AND TITLE John J. Winn, Jr. General Manager SIGNATURE [Signature] DATE 17 April 61

7. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT

THE UNITED STATES OF AMERICA

BY [Signature] APR 21 1961

(Contracting Officer)

(Date)

(Witness)

|  |  |   |  |   |  |                   |  |   |  |
|--|--|---|--|---|--|-------------------|--|---|--|
| 8A. NAME AND ADDRESS OF USING ACTIVITY<br><b>Resident Assistant Industrial Manager (Seattle), Portland, Oregon</b> |  |   |  |   | 8B. LOCAL GOVERNMENT REPRESENTATIVE (DPSO and address)<br><b>District Public Works Officer, 13ND 1638 W. Lawton Way Seattle 99, Washington</b> |                   |  |   |  |
| 8C. COST<br><b>\$680.00 FY 1962</b>  |  |   |  |   | 8D. APPROPRIATION CHARGEABLE   |                   |  |   |  |
| 8E. OBJECT CLASSIFICATION<br><b>051</b>  |  | 8F. EXPENDITURE ACCOUNT NO.<br><b>45392</b> |  | 8G. ACTIVITY ACCOUNTING NO.<br><b>62682</b> |  | 8H. ALLOTMENT NO. |  | 8I. CONTRACT NO.<br><b>NOY(R)-62002</b> |  |

## 9. GENERAL PROVISIONS

a. **ASSIGNMENTS:** The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant.

b. **PAYMENT:** Payment of the rent shall be made upon rendition by the Lessor, to the using activity named in item 8a, of an invoice in triplicate, bearing the following certification executed by the Lessor, "I hereby certify that the above bill is correct and just and payment therefor has not been received."

c. **RESTORATION:** The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs in or upon the premises leased (none of which are to be detrimental to or inconsistent with the rights granted to other tenants of the property in which said premises are located.) These shall be and remain the property of the Government, and they may be removed or disposed of by the Government prior to the termination of this lease. The Government, if required by the Lessor, on written notice, as provided for in 5 above, shall, before the expiration of this lease, or renewal thereof, restore the premises to the same condition as that existing at the time of entering under this lease, reasonable and ordinary wear and tear and damages by the elements excepted. If restoration is required by the Lessor the Government may make a cash settlement with the Lessor, and abandon such fixtures, additions or structures, in lieu of any obligation to restore.

d. **MAINTENANCE:** The Lessor shall, unless herein specified to the contrary, maintain the premises in good repair and tenable condition, except in case of damage arising from acts or the negligence of the Government's agents or employees. To do so, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

e. **LOSS OR DAMAGE:** If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter; and if so terminated, no rent shall accrue to the Lessor after such partial destruction or damage.

f. **CONDITION REPORT:** Prior to the commencement date of this lease, a joint physical survey and inspection report of the demised premises shall be made, reflecting the then present condition, and will be signed on behalf of the parties hereto.

g. **TERMINATION:** The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

h. **OFFICIALS NOT TO BENEFIT:** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

i. **COVENANT AGAINST CONTINGENT FEES:** The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this

warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental or consideration the full amount of each commission, percentage, brokerage, or contingent fee. The Government agrees that this covenant shall not apply to licensed real estate agents performing their normal functions.

j. **GRATUITIES:** The Government may, by written notice to the Lessor, terminate the rights of the Lessor under this lease if it is found, after notice and hearing by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amendment, or the making of any determination with respect to the performing of such lease; *Provided*, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. In the event this lease is so terminated, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the contract by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three or more than ten times the cost incurred by the Lessor in providing such gratuities to any such officer or employee. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided in law or under this lease.

k. **NON-DISCRIMINATION IN EMPLOYMENT:** (1) In connection with the performance of work under this lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to the following: employment; upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the non-discrimination clause.

(2) The Lessor further agrees to insert the foregoing provision in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials.

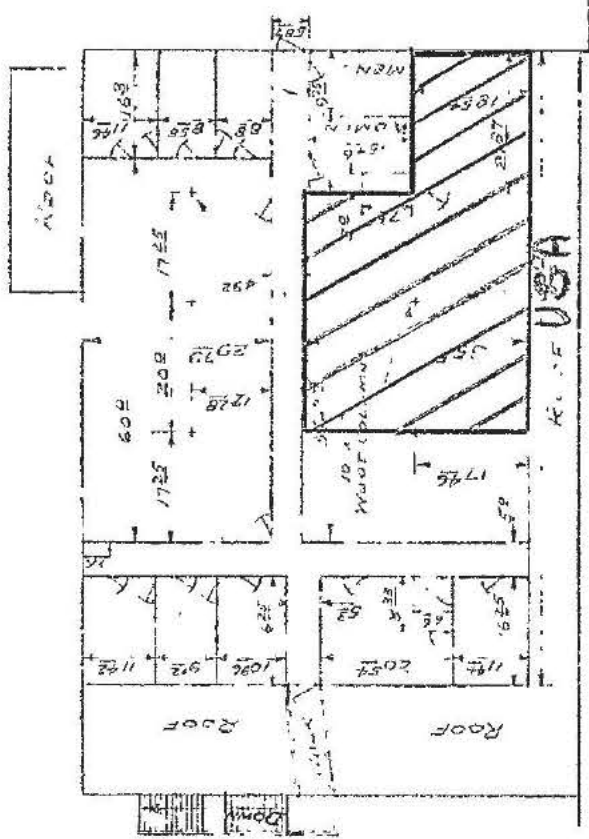
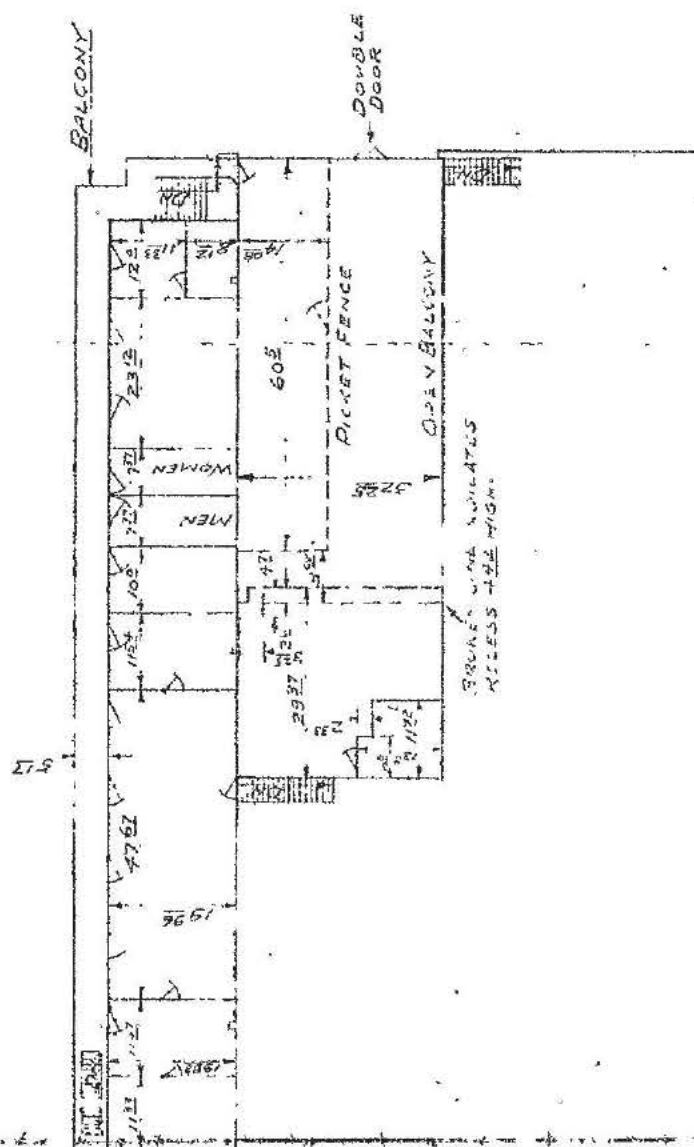
l. **NEGOTIATION:** (The following clauses are applicable only if this lease is entered into after negotiation):

(1) The Lessor agrees that the Comptroller General of the United States and the Secretary of the Navy or any of their duly authorized representatives shall, until the expiration of three years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions relating to this lease.

(2) This lease is entered into as a result of negotiations pursuant to the authority of 10 U. S. C. 2304(a)(10) or 41 U. S. C. 252(c)(9) and any necessary determinations and findings, or other supporting statement of justification, prescribed by the applicable act have been made.

m. **ADDITIONAL PROVISIONS:** Provisions incorporated by attachment or reference:

n. Subsequent to 30 June 1962, this lease may be cancelled by the Lessor upon 90 days advance written notice to the District Public Works Officer, Thirteenth Naval District, 1638 W. Lawton Way, Seattle 99, Washington.



U.S.A.  
FLOOR PLAN  
BLDG. No. 10.  
SECOND FLOOR.  
SCALE: 1"=30'.  
C.M.C. Nov, 1951.

AMENDMENT NO. 1 TO LEASE AGREEMENT NOy(R)-43770

Amendment No. 1 to the Lease Agreement dated May 14, 1948, by and between The Port of Portland, a municipal corporation of the state of Oregon (hereinafter referred to as Lessor), and the United States of America (hereinafter referred to as the Government),

W I T N E S S E T H :

WHEREAS, The parties hereto on the 14th day of May, 1948, entered into an agreement for the lease of certain real estate located on Swan Island, Portland, Oregon, as described in paragraph 2 of said agreement, and

WHEREAS, The parties hereto desire to amend paragraph 2 of the said agreement dated May 14, 1948 by deleting a certain parcel hereinafter described to be used for the purposes of street development,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, it is mutually agreed that:

1. The following described property, and as indicated on Exhibit A, attached hereto and by this reference made a part hereof, is hereby deleted from the legal description in paragraph 2, page 1 of the original lease agreement:

A parcel of land in the Northwest 1/4 of Section 21, Township 1 North, Range 1 East, Willamette Meridian, Multnomah County, Oregon described as follows:

Beginning at the center of Section 21; thence North 0°02'30" East, 198 feet to the centerline of N. Going St.; thence North 89°53' West along said street centerline 1675.90 feet; thence North 73°54'30" West, 297.70 feet; thence North 5°38'40" East, 80 feet to the True Point of Beginning, said point being the most north-westerly corner of that parcel accepted by the City of Portland by Ordinance No. 99361 in Deed Book 1628 at page 44 Multnomah County Deed Records; thence South 74°10'55" East, 71.09 feet to a point on the North line of aforementioned parcel; thence North 81°07' West, 55.0 feet and North 52°15' West, 17.78 feet along the North line of Ordinance No. 99361 to the True Point of Beginning.



2. Except as specifically amended by this Amendment No. 1, said original lease agreement by and between the Lessor and the Government, dated May 14, 1948, shall be in full force and effect according to the terms thereof.

IN WITNESS WHEREOF, The parties hereto have caused this Amendment No. 1 to the said Lease Agreement dated May 14, 1948 to be executed this 23<sup>rd</sup> day of September, 1964, effective 1 July 1964.

ATTEST:

George M. Baldwin  
Assistant Secretary

LESSOR:

THE PORT OF PORTLAND

BY

Donald B. Anke  
President

ATTEST:

\_\_\_\_\_

UNITED STATES OF AMERICA

F. W. Arnold  
F. W. ARNOLD  
Captain, CGC, USNR  
Director, Northwest Division  
Bureau of Yards and Docks

APPROVED AS TO FORM

Robert H. Hutton  
of Counsel for The Port of Portland

APPROVED

Chas. Cover  
Properties Dept.

APPROVED BY COMMISSION

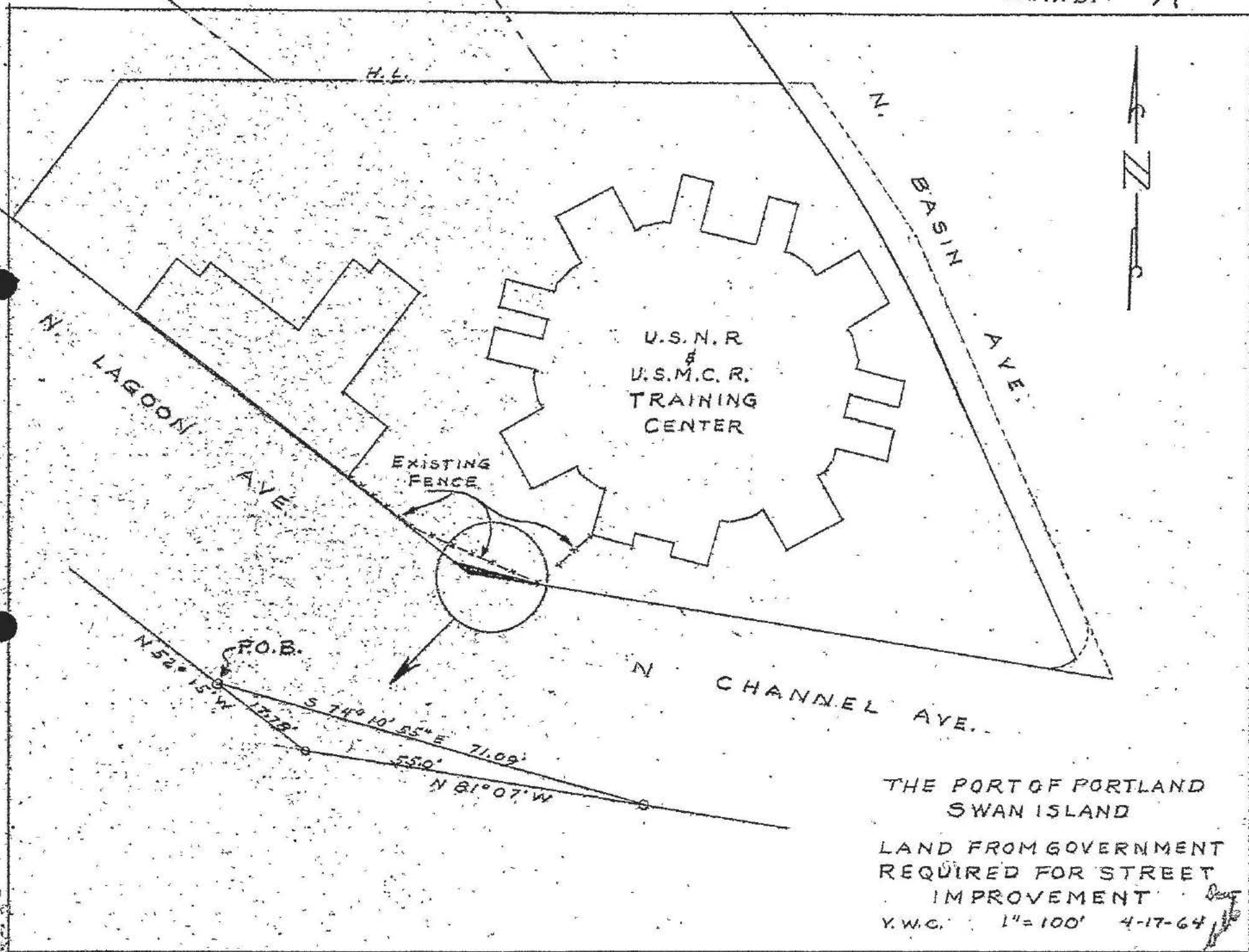
ON JUNE 10<sup>th</sup> 1964

APPROVED

WMB  
General Manager

NOTED:

1/6  
ACCOUNTING DEPT.



5164-8

APPROX: 1780409 and 1790409 Naval Reserve 1948 and 1949 Expans.  
Acct. 245743, Object Class. 091 BuPers Acctg. 138000

RENT: BuPers 3M4-4000-49  
BuPers 3M4-4000-49

LEASE All public bills for payment under this contract should include a reference to No. *NOY (R)-43770*

THE PORT OF PORTLAND

and

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this *fourteenth* day of *May* in the year one thousand nine hundred and forty-eight, by and between The Port of Portland, a municipal corporation of the State of Oregon, for its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government;

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz., certain real estate with all riparian rights thereto located on Swan Island, Portland, Oregon, bounded as follows:

Beginning at the center of Section 21, Township 1 North, Range 1 East of the Willamette Meridian and running thence North  $0^{\circ} 02' 30''$  East on the North and South center line of said Section 21, a distance of 748 feet; thence North  $89^{\circ} 53'$  West parallel to the East and West center line of said Section 21, a distance of 1,661.94 feet to an iron stake on the South-westerly side of a road 60 feet in width, which point is the true place of beginning of the tract herein described.

Running thence N  $89^{\circ} 53'$  W 216.89 feet to an angle in the harbor line of the Willamette River; thence North  $89^{\circ} 53'$  West along the harbor line 342.03 feet to an angle point; thence leaving the harbor line and running South  $17^{\circ} 45'$  West 146.25 feet to the North-easterly side of a private road; thence South  $52^{\circ} 15'$  East 464.27 feet; thence South  $81^{\circ} 07'$  East 456.10 feet; thence on a curve, to the left, having a radius of 38.38 feet and a central angle of  $122^{\circ} 49'$ ; thence North  $23^{\circ} 56'$  West on a line tangent to the last described curve 318.08 feet; thence North  $33^{\circ} 02'$  West 149.02 feet to an angle point in the harbor line at the true place of beginning, containing 6 acres, more or less, to be used exclusively and continuously for a Naval-Marine Corps Training Center.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning 1 March 1948 and ending with 1 March 1978 subject to that certain lease agreement dated 10 March 1942, between The Port of Portland and the United States, known as Contract No. M1s 2484 and Addendum 1 thereto.

4. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

Nothing.

5. The Government shall pay the Lessor for the premises rent at the following rate:

One dollar (\$1.00) per year.

Payment shall be made at the end of each year.

6. In the event that these premises shall cease to be used for a Training Center for the Armed Services, then this lease shall be terminable upon ninety (90) days' written notice from the Lessor to the Government. It is agreed that the premises shall have ceased to be so used if and when, for any period of 90 days, there shall be no complement of officers assigned to and an active Reserve organization functioning at the premises.



It is further agreed that in the event of partial or total destruction of the principal structure on the leased premises, by fire or other casualty, the premises shall have ceased to be so used if repair of the damaged structure or structures shall not have commenced within six months from the occurrence of any such destructive damage.

7. The Government shall have the right during the existence of this lease to make such alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased; which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government, as shall the fixtures, additions, and structures presently located upon the said premises and the Government may remove prior to the termination of this lease all fixtures, additions, or structures, placed in, upon, or under the premises. It is further agreed that it is the intention of the Government to construct a mooring pier abutting upon the north-westerly boundary of the leased premises and that the Government shall obtain approval from the Lessor of the location of such pier in the adjacent waters, in addition to and precedent to securing of a permit therefor from the Corps of Engineers.

8. The Government, if required by the Lessor so to do, shall, before the expiration of the full term of this lease, or coincident with its earlier termination from any cause, restore the leased premises to the normal condition which existed before the present structures thereon were placed thereon by removing such structures and any and all structures, fixtures and other items subsequently attached to the premises under the rights conferred by this agreement. Such removals and restoration shall be complete in all respects to the reasonable satisfaction of the Lessor. It is provided, however, that if the Lessor requires such removals and restoration, Lessor shall give written notice to the Government to that effect not less than 60 days prior to the expiration of the fixed term of this lease, or, in the event of earlier termination, forthwith when notice of termination is given by either party.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit to such corporation or company.

10. The premises above described are let by the Lessor and accepted by the Government subject to the following additional reservations, conditions and agreements, to-wit:

- (a) The premises are subject to the reservations in a deed of Portland Gas and Coke Company to The Port of Portland dated August 31, 1932, recorded September 2, 1932, in the deed records of Multnomah County in P.S. Deed Book 59 at page 430, so far as same lies upon the described premises.
- (b) A right of way vested in the City of Portland for the maintenance of a sewer granted by an instrument recorded September 23, 1922 in the Deed Records of Multnomah County in Book 893 at page 282; and existing extension thereto.
- (c) The right, title and interest of the State of Oregon in and to any portion of the above described premises which may be in the bed of the Willamette River.
- (d) The conditions and restrictions contained in a permit issued by the War Department to The Port of Portland, dated April 6, 1927, pertaining to the closing of the east channel of the Willamette River at Swan Island as the same may affect the above described premises.



10. (cont'd)

(e) The Lessor reserves to itself, to be exercised by it or by the Corps of Engineers, Department of the Army and/or any person, firm or corporation to whom the Port shall extend such right, an overriding right to maintain conduits for and/or dredge pipe line in, on, under and upon the leased premises as the Lessor may deem necessary or convenient for transporting and disposing of materials dredged or otherwise removed from the Willamette River in the course of channel and harbor development or maintenance or in filling and improving lowlands in the vicinity of Swan Island. Such right shall be exercised only after notice to the Government and in such manner as will minimize disturbance of the premises without impeding such dredging and filling operations.

11. Notices by the Lessor shall be deposited in the mails addressed to the Commandant, Thirteenth Naval District, Seattle, Washington, or other officer designated by notice to the Lessor. Notices to the Lessor shall be deposited in the mail addressed to The Port of Portland at its general office at Portland, Oregon.

12. It is hereby further agreed, as notice of intention only, that if The Port of Portland shall acquire lands to the north of the lands which the Navy proposes to acquire through War Assets Administration in Section 21, Township 1 North, Range 1 East of Willamette Meridian, consideration will be given by the Navy to exchanging such Navy lands for a suitable parcel on lands owned by The Port of Portland upon the tract known as Swan Island, on an equitable basis, to the end that the holdings of the respective parties may be consolidated for the greater convenience of both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By

*Jack E. Cochran*  
JACK E. COCHRAN

By direction of the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy.

THE PORT OF PORTLAND

By

*Henry L. Corbett*

PRESIDENT

STATE OF OREGON

COUNTY OF MULTNOMAH

} SS

On this 14<sup>th</sup> day of May, 1943, before me, a Notary Public for said County and State, appeared the above named Henry L. Corbett, to me personally known, who being duly sworn did say that he was empowered to execute the above lease on behalf of the Port of Portland, and that said instrument was signed on behalf of said Port, and acknowledged said instrument to be the free act and deed of the Port.

Payment to be made by U.S.  
Navy Central Disbursing  
Office, 13th Naval District,  
Naval Station, Seattle 99, Wash.

In testimony whereof, I have hereunto set my hand and affixed my  
official seal the day and year first in this, my certificate, written.

H. C. Mesowell  
Notary Public for Oregon

My Commission expires 9/8 1948

**NOTICE OF RENEWAL OF GOVERNMENT LEASE**

NAVPAC 7-11011/5 (3-69)

Supersedes NAVDOCKS 211

12ND WESTDIV 11011/6 (REV. 2-76)

1. FROM (Activity and address)

Commanding Officer, Western Division,  
Naval Facilities Engineering Command,  
P.O. Box 727, San Bruno, California 94066

2. CONTRACT NO.

NF(R) -18394

3. TO

Port of Portland  
Post Office Box 3529  
Portland, Oregon 97208

4. You are hereby notified that under the provisions of the Government Lease described below, the United States of America elects to renew the said lease as the same may have been amended, and by these presents does renew, extend, and adopt the said lease and all the terms, conditions, and general provisions thereof for the period beginning 1 July 1976 and ending 30 September 1976 and beginning 1 October 1976 and ending 30 September 1977

5. DESCRIPTION OF LEASE (NF(R) NUMBER, DATE, ACREAGE, LOCATION BY STREET NUMBER, CITY, COUNTY, AND STATE AS APPLICABLE)

Lease NF(R)-18394 of 19 March 1973 covering use of approximately 1,826 square feet of floor space in the northwest corner of the second floor of Building 50 (Marine Repair Building), Swan Island, Portland, Oregon, for use by the Supervisor of Shipbuilding, Conversion, and Repair, USN.

Congressional legislation has established a new Federal fiscal year beginning 1 October and ending 30 September. In order to conform with this change, the renewal term beginning 1 July 1976 shall terminate 30 September 1976 and subsequent renewal terms shall begin on 1 October of each succeeding year. The payment schedule and expiration date of the above contract will, however, remain as set forth in the document.

Copy to:

NAVREGFINCEN TI via 0131  
SUPSHIP SEATTLE  
COMTHIRTEEN  
SEATTLE BR, WESTNAVFACENGCOM

For Navy accounting purposes  
the paying office is Navy  
Regional Finance Center, Treasure  
Island, San Francisco, California.

0131 (2 copies)  
24, , 241S

6. NAME, POSITION AND TITLE

HAROLD J. HANSEN  
Director, Real Estate Division  
By direction of the Commanding Officer

SIGNATURE

*[Signature]*  
BY DIRECTION OF THE COMMANDER, NAVAL FACILITIES ENGINEERING COMMAND,  
ACTING UNDER THE DIRECTION OF THE SECRETARY OF THE NAVY

DATE

16 APR 1976

**7. NAVY ACCOUNTING DATA**

PAYMENT TO BE MADE BY (Activity and address)

Navy Regional Finance Center, Treasure Island, San Francisco, California 94130

| APPROPRIATION<br>SYMBOL AND SUBHEAD  | OBJECT<br>CLASS | BUREAU CONTROL<br>OR UIC | AUTH. ACCTG.<br>ACTIVITY | TYPE | PROPERTY<br>ACCTG. ACTY. | COST CODE | AMOUNT     |
|--|-----------------|--------------------------|--------------------------|------|--------------------------|-----------|------------|
| Various accounting data to be furnished by the using activity on rental invoice. |                 |                          |                          |      |                          |           | \$2,327.00 |
|  |                 |                          |                          |      |                          |           | per annum  |

U.S. Government Printing Office: 1974-603-617/3163 2-1

D-20878

PSY100001015



FIRST MODIFICATION  
of Lease NF(R)-2164  
Between  
THE PORT OF PORTLAND, A MUNICIPAL CORPORATION  
and  
THE UNITED STATES OF AMERICA

WHEREAS, by lease dated 11 September 1968, the Port of Portland, a municipal corporation, hereinafter called the LESSOR, and the United States of America, hereinafter called the Government, entered into Lease NF(R)-2164 which covers occupancy by the GOVERNMENT of approximately 1970 square feet of floor space in the northwest corner of the second floor of Building No. 50 (Marine Repair Building), Swan Island, Portland, Oregon; and

WHEREAS, the area utilized by the GOVERNMENT has been decreased by 144 square feet to 1826 square feet from the original 1970 square feet of floor space;

NOW THEREFORE, it is mutually agreed, effective 1 July 1971, Lease NF(R)-2164 is modified as follows:

1. The description of Item 1 of the lease is amended to read as follows:

"Approximately 1826 square feet of floor space in the northwest corner of the second floor of Building No. 50 (Marine Repair Building), Swan Island, Portland, Oregon to be used for Government purposes."

2. Item 3 is amended to read as follows:

"The Government shall pay the Lessor annual rent of \$2327.00 at the rate of \$581.75 per quarter in arrears."

IT IS FURTHER mutually agreed that all the terms and provisions of the said lease shall remain in full force and effect, except as herein amended.

IN WITNESS WHEREOF, the parties hereto have caused this FIRST Modification of Lease NF(R)-2164 to be executed this 3<sup>rd</sup> day of May, 1971.

PORT OF PORTLAND

By

John M. Smith  
Vice President

in presence of:

E. Westendahl  
Assistant Secretary

| THE PORT OF PORTLAND |                             |
|----------------------|-----------------------------|
| DEPT.                | SIGNATURE                   |
| APP. BY COMM.        | DATE: <u>April 14, 1971</u> |
| LEGAL                | <u>Robert L. Hutton</u>     |
| REAL ESTATE          | <u>W. S. Thompson</u>       |
| GEN. MGR.            | <u>D. H. Hutton</u>         |
|                      |                             |
|                      |                             |

UNITED STATES OF AMERICA

By

Don Connor  
Acting Director  
Real Estate Division

DUPLICATE ORIGINAL

PSY100001016

I, E. G. Westerdahl II, certify that I am the  
Assistant Secretary of the corporation named as  
Lessor in the attached lease; that John M. Fulton who signed  
said Lease on behalf of the Lessor, was then Vice President  
of said corporation; that said lease was duly signed for and in behalf of said  
corporation by authority of its governing body and is within the scope of its  
corporate powers.

*Edward G. Westerdahl II*

State of Oregon      ()  
                                 ss  
County of Multnomah ()

I, Lyle D. Thompson, a Notary Public in and for the said State, do  
hereby certify that on this 3rd day of May, 1971,  
personally appeared before me John M. Fulton to be known to be  
the individual described in and who executed the within instrument, and acknowledged  
that John M. Fulton signed and sealed the same as  
Vice President free and voluntary act and deed, for the uses and  
purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official  
seal the day and year in this certificate first above written.

*Lyle D. Thompson*

Notary Public in and for the STATE of  
OREGON

residing at

*Portland Oregon*

*My Commission expires on Nov. 23, 1971*

DUPLICATE ORIGINAL

PSY100001017

0109 200 0501

STANDARD FORM 2  
FEBRUARY 1968 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41 CFR) 1-16.601

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE

MAR 19 1973

LEASE NO.

NF(R)-18394

THIS LEASE, made and entered into this date by and between

The Port of Portland, a municipal corporation

whose address is

Post Office Box 3529, Portland, Oregon 97208

and whose interest in the property hereinafter described is that of ~~fee~~ owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately 1,826 square feet of floor space in the northwest corner of the second floor of Building No. 50 (Marine Repair Building), Swan Island, Portland, Oregon

NAME AND ADDRESS OF USING ACTIVITY

Supervisor of Shipbuilding, Conversion  
and Repair, USN  
Thirteenth Naval District  
Seattle, Washington  
to be used for  
Government purposes

For Navy Accounting purposes the paying  
office is Navy Regional Finance Center,  
Treasure Island, San Francisco, Calif.

Various accounting data to be furnished by  
the using activity on rental invoice

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

1 July 1973 through 30 June 1974, subject to termination  
and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$2,327.00

at the rate of \$.581.75 per quarter in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Port of Portland

Post Office Box 3529, Portland, Oregon 97208

4. ~~The Government~~ <sup>Either party</sup> may terminate this lease at any time by giving at least 30 days' notice in writing to the ~~lessor~~ <sup>other</sup> and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:  
from year to year on the same terms and conditions as set forth herein  
but not beyond 30 June 1978

provided notice be given in writing to the Lessor at least 30 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.

Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

7. The following are attached and made a part hereof:  
The General Provisions and Instructions (Standard Form 2-A, 1970 edition).

Additions: Gratuities Clause  
Changes in Equal Opportunity Clause  
Negotiated Lease Clause  
(See Rider No. One attached)

8. The following changes were made in this lease prior to its execution:

Paragraph 4 was changed to allow either the Lessor or the Government to terminate this lease by giving 30 days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY

(Signature)

*E. Westerdahl*  
Executive Director

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA

REPRESENTED BY DEPARTMENT OF THE NAVY, ACTING  
THROUGH THE UNDERSIGNED CONTRACTING OFFICER

L. P. SPRINGMEYER, SR/VA  
Director-Real Estate Division

BY

(Signature)

APPROVED AS TO FORM

(Official title)

STANDARD FORM 2 (BACK)  
FEBRUARY 1965 EDITION

*Brian J. F...*  
of Counsel for The Port of Portland

A-13677

PSY100001019

# GENERAL PROVISIONS, CERTIFICATION AND INSTRUCTIONS

U.S. Government Lease for Real Property NF(R)-18394

## GENERAL PROVISIONS

### 1. SUBLETTING THE PREMISES.

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

### 2. MAINTENANCE OF PREMISES.

The Lessor shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

### 3. DAMAGE BY FIRE OR OTHER CASUALTY.

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

### 4. ALTERATIONS.

The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

### 5. CONDITION REPORT.

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

### 6. COVENANT AGAINST CONTINGENT FEES.

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

### 7. OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease

contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

### 8. ASSIGNMENT OF CLAIMS.

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

### 9. EQUAL OPPORTUNITY CLAUSE.

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting



agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *Provided, however*, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 10. FACILITIES NONDISCRIMINATION.

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of

this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

#### 11. EXAMINATION OF RECORDS.

(NOTE.—This provision is applicable if this lease was negotiated without advertising.)

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

#### 12. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

#### 13. INSPECTION.

At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.

#### 14. ECONOMY ACT LIMITATION.

If the rental specified in this lease exceeds \$2,000 per annum, the limitation of Section 322 of the Economy Act of 1932, as amended (40 U.S.C. 278a), shall apply.

#### 15. FAILURE IN PERFORMANCE.

In the event of failure by the Lessor to provide any service, utility, maintenance or repairs required under this lease, the Government shall have the right to secure said services, utilities, maintenance or repairs and to deduct the cost thereof from rental payments.

#### 16. LESSOR'S SUCCESSORS.

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

### CERTIFICATION

#### 1. CERTIFICATION OF NONSEGREGATED FACILITIES.

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies fur-

that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors

prior to the award of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

*NOTE.—The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

**INSTRUCTIONS**

1. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.

2. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

3. Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature

and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.

4. When deletions or other alterations are made specific notation thereof shall be entered under clause 8 of the lease before signing.

5. If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.

NF(R)-18394

## Standard Form 2-A

RIDER NO. ONE

## CLAUSE 9. "Equal Opportunity"

Delete references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961 as amended, and section 303 of Executive Order No. 10925 of March 6, 1961 as amended; and substitute therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965 and section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

## GRATUITIES CLAUSE: (Mar. 1952)

(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## UNSTATED LEASE CLAUSE:

This clause is entered into as a result of negotiations pursuant to the authority of 10 U.S.C. 2304(a) (10) and any necessary determinations and findings, or other supporting statement of justification, prescribed by the applicable act have been made.

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

SEP 11 1968

LEASE NO.

NF(R)- 2164

THIS LEASE, made and entered into this date by and between

**The Port of Portland, a municipal corporation,**

whose address is **P.O. Box 3529, Portland, Oregon 97208**

and whose interest in the property hereinafter described is that of **Fee owner**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

**Approximately 1,970 square feet of floor space in the northwest corner of the second floor of Building No. 50 (Marine Repair Building), Swan Island, Portland, Oregon**

to be used for **Government purposes.**

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

**1 July 1968** through **30 June 1969**, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ **2,510.00**

at the rate of \$ **627.50** per **quarter** in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**Port of Portland**

**P.O. Box 3529, Portland, Oregon 97208**

4. The Government may terminate this lease at any time by giving at least **30** days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**from year to year, but not beyond**

5. This lease may be renewed at the option of the Government, ~~from year to year, but not beyond~~ **30 June 1973, on the same terms and conditions set forth herein,**

provided notice be given in writing to the Lessor at least **30** days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.

Said notice shall be computed commencing with the day after the date of mailing.



6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

Water and heat.

Appropriation Data: 1791804.2474 - 62799/- 406 2D - 62799984813

7. The following are attached and made a part hereof:

(1) The General Provisions and Instructions (Standard Form 2-A, Feb-1965 edition).

(2) Exhibit "A" Gratuities Clause and other data

8. The following changes were made in this lease prior to its execution:

None

APPROVED

General Manager

APPROVED AS TO FORM

Counsel for the Port of Portland

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

PORT OF PORTLAND

BY Dennis J. Lindsay (Signature) President

IN PRESENCE OF:

George M. Baldwin (Signature) Assistant Secretary

UNITED STATES OF AMERICA

BY (Signature)

J. W. GORDANIER

Captain, CEC, USN

Commanding Officer

Northwest Division (Official title)

Naval Facilities Engineering Command

STANDARD FORM 2 (BACK)  
FEBRUARY 1965 EDITION

A-13677

PSY100001025

## GENERAL PROVISIONS AND INSTRUCTIONS

### U.S. Government Lease for Real Property

#### 1. SUBLETTING THE PREMISES.

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

#### 2. MAINTENANCE OF PREMISES.

The Lessor shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

#### 3. DAMAGE BY FIRE OR OTHER CASUALTY.

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

#### 4. ALTERATIONS.

The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

#### 5. CONDITION REPORT.

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

#### 6. COVENANT AGAINST CONTINGENT FEES.

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

#### 7. OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

#### 8. ASSIGNMENT OF CLAIMS.

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

#### 9. EQUAL OPPORTUNITY CLAUSE.

(The following clause is applicable unless this contract is exempt under the rules and regulations of the President's Committee on Equal Employment Opportunity (41 CFR, Chapter 60).)

During the performance of this contract (Lease), the Contractor (Lessor) agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of

the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 10. FACILITIES NONDISCRIMINATION.

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

#### 11. EXAMINATION OF RECORDS.

(NOTE.—This provision is applicable if this lease was negotiated without advertising.)

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

#### 12. APPLICABLE CODES AND ORDINANCES.

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

#### 13. INSPECTION.

At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.

#### 14. ECONOMY ACT LIMITATION.

If the rental specified in this lease exceeds \$2,000 per annum, the limitation of Section 322 of the Economy Act of 1932, as amended (40 U.S.C. 278a), shall apply.

#### 15. FAILURE IN PERFORMANCE.

In the event of failure by the Lessor to provide any service, utility, maintenance or repairs required under this lease, the Government shall have the right to secure said services, utilities, maintenance or repairs and to deduct the cost thereof from rental payments.

#### 16. LESSOR'S SUCCESSORS.

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

#### 17. INSTRUCTIONS.

(a) Whenever the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.

(b) When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

(c) Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.

(d) When deletions or other alterations are made specific notation thereof shall be entered under clause 9 of the lease before signing.

(e) If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.



The Government may, by written notice to the Lessor, terminate the rights of the Lessor under this lease if it is found, after notice and hearing by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any office or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amendment, or the making of any determination with respect to the performing of such lease; Provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. In the event this lease is so terminated, the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the contract by the Lessor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Lessor in providing such gratuities to any such officer or employee. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

This lease is entered into as a result of negotiations pursuant to the authority of 10 U.S.C. 2304(a)(10) or 41 U.S.C. 252(c)(9) and any necessary determinations and findings, or other supporting statement of justification, prescribed by the applicable act have been made.

Rental shall be paid by the U. S. Naval Regional Finance Center, San Francisco, California, in accordance with NAVCOMPT Manual, Volume 4, Chapter 6, Section 046366.

Exhibit "A" to Lease No. NF(R)-2164



CERTIFICATION

I, George M. Baldwin, certify that I am the  
Assistant Secretary of the corporation named as lessor  
in the attached lease; that Dennis J. Lindsay who signed  
said lease on behalf of the lessor, was then President  
of said corporation; that said lease was duly signed for and in  
behalf of said corporation by authority of its governing body and is  
within the scope of its corporate powers.

George M. Baldwin  
George M. Baldwin  
Assistant Secretary

(S E A L)


State of Oregon }  
County of Multnomah } ss.

I, JOAN L. WARD

a Notary Public in and for the said State, do hereby certify that on  
this 3rd day of September 1968, personally  
appeared before me DENNIS LINDSAY

to me known to be the individual described in and who executed the  
within instrument, and acknowledged that he signed and sealed  
the same as his free and voluntary act and deed, for the uses  
and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year in this certificate first above written.

  
Notary Public in and for the State  
of Oregon  
residing at Portland, Oregon

(SEAL)

NOTED:



RECEIVED SEPT.

RECEIVED  
AUG 14 1968  
THE PORT OF PORTLAND

RECEIVED  
AUG 14 1968  
THE PORT OF PORTLAND

|                                |   |                                   |
|--------------------------------|---|-----------------------------------|
| 1. FROM (Activity and address) | Commanding Officer, Northwest Division<br>Naval Facilities Engineering Command<br>1638 West Lawton Way<br>Seattle, Washington 98119 | 2. CONTRACT NO.<br><br>NF(R) 2164 |
|--------------------------------|---|-----------------------------------|

|       |  |
|-------|--|
| 3. TO | The Port of Portland<br>P. O. Box 3529<br>Portland, Oregon 97208 |
|-------|--|

4. You are hereby notified that under the provisions of the Government Lease described below, the United States of America elects to renew the said lease as the same may have been amended, and by these presents does renew, extend, and adopt the said lease and all the terms, conditions, and general provisions thereof for the period beginning 1 July 1970 and ending 30 June 1971

5. DESCRIPTION OF LEASE (NF(R) NUMBER, DATE, ACREAGE, LOCATION BY STREET NUMBER, CITY, COUNTY, AND STATE AS APPLICABLE)

Lease NF(R)-2164 covering approximately 1,970 square feet of floor space in the northwest corner of the second floor of Building No. 50 (Marine Repair Building), Swan Island, Portland, Oregon.

Copy to:  
 NAVFACENGCOM  
 SUPSHIPS 13ND  
 SUPSHIPS Portland  
 Bldg 50  
 P. O. Box 9627  
 Portland, Oregon  
 NAVFINCEN Cleveland  
 NAVREGFINCEN San Francisco (w/DRO)

The Northwest Division, Naval Facilities Engineering Command has been consolidated with the Western Division, Naval Facilities Engineering Command. All correspondence in connection with this contract after 10 June 1970 should be addressed to:

Commander  
 Western Division  
 Naval Facilities Engineering Command  
 San Bruno, California 94006

|  |  |             |
|--|--|-------------|
| 6. NAME, POSITION AND TITLE                      | SIGNATURE  | DATE        |
| HENRY C. HAJEK<br>Director, Real Estate Division | <i>Henry C. Hajek</i><br>BY DIRECTION OF THE COMMANDER, NAVAL FACILITIES ENGINEERING COMMAND,<br>ACTING UNDER THE DIRECTION OF SECRETARY OF THE NAVY | 18 May 1970 |

| 7. NAVY ACCOUNTING DATA                      |              |                       |                       |      |                       |           |             |
|--|--------------|-----------------------|-----------------------|------|-----------------------|-----------|-------------|
| PAYMENT TO BE MADE BY (Activity and address) |              |                       |                       |      |                       |           |             |
| Navy Regional Finance Office, San Francisco  |              |                       |                       |      |                       |           |             |
| APPROPRIATION SYMBOL AND SUBHEAD             | OBJECT CLASS | BUREAU CONTROL OR UIC | AUTH. ACCTG. ACTIVITY | TYPE | PROPERTY ACCTG. ACTY. | COST CODE | AMOUNT      |
|  |              |                       |                       |      |                       |           | \$627.50 PQ |
|  |              |                       |                       |      |                       |           |             |
|  |              |                       |                       |      |                       |           |             |

## NOTICE OF RENEWAL OF GOVERNMENT LEASE

NAVFAC 7-11011/5 (3-69)

Supersedes NAVDOCKS 211

S/N 0105-002-5600

RECEIVED

## 1. FROM (Activity and address)

Western Division  
Naval Facilities Engineering Command  
San Bruno, California 94066  
THE PORT OF  
PORTLAND

## 2. CONTRACT NO.

NF(R) 2164

## 3. TO

The Port of Portland  
P. O. Box 3529  
Portland, Oregon 97208

4. You are hereby notified that under the provisions of the Government Lease described below, the United States of America elects to renew the said lease as the same may have been amended, and by these presents does renew, extend, and adopt the said lease and all the terms, conditions, and general provisions thereof for the period beginning 1 July 1971 and ending 30 June 1972

## 5. DESCRIPTION OF LEASE (NF(R) NUMBER, DATE, ACREAGE, LOCATION BY STREET NUMBER, CITY, COUNTY, AND STATE AS APPLICABLE)

Lease NF(R)-2164 as amended covering approximately 1826 square feet of floor space in the northwest corner of the second floor of Building No. 50 (Marine Repair Building), Swan Island, Portland, Oregon.

## Copy to:

NAVFACENGCOM (0711)

NAVSHIPSYSCOM

SUSSHIPS 13ND

SUSSHIPS Portland

Bldg. 50

P. O. Box 9627

Portland, Oregon

NAVFINCEN CLVLD Code (S) (w/orig) via 0131

NAVREGFINCEN TI via 0131

0131 - 2 copies

071.1 (w/dup orig)

## 6. NAME, POSITION AND TITLE

L. P. SPRINGMEYER, SR/WA  
Director-Real Estate Division

## SIGNATURE

BY DIRECTION OF THE COMMANDER, NAVAL FACILITIES ENGINEERING COMMAND,  
ACTING UNDER THE DIRECTION OF SECRETARY OF THE NAVY

## DATE

MAY 10 1971

## 7. NAVY ACCOUNTING DATA

## PAYMENT TO BE MADE BY (Activity and address)

Supervisor Shipbuilding, Conversion and Repair, USN, 13ND, Seattle, Wash.

| APPROPRIATION<br>SYMBOL AND SUBHEAD | OBJECT<br>CLASS | BUREAU CONTROL<br>OR UIC | AUTH. ACCTG.<br>ACTIVITY | TYPE | PROPERTY<br>ACCTG. ACTY. | COST CODE | AMOUNT     |
|-------------------------------------|-----------------|--------------------------|--------------------------|------|--------------------------|-----------|------------|
|                                     |                 |                          |                          |      |                          |           | \$2,327.12 |
|                                     |                 |                          |                          |      |                          |           |            |
|                                     |                 |                          |                          |      |                          |           |            |

DUPLICATE ORIGINAL

PSY100001033

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

July 1, 1978

LEASE NO.

N6247478RP07071

THIS LEASE, made and entered into this date by and between

The Port of Portland, a municipal corporation  
whose address is

P. O. Box 3529, Portland, Oregon 97208

and whose interest in the property hereinafter described is that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately 1,826 square feet of floor space in the Northwest corner of the second floor of Building No. 50 (Marine Repair Building), Swan Island, Portland, Oregon.

NAME AND ADDRESS OF USING ACTIVITY

Supervisor of Shipbuilding, Conversion  
and Repair, USN  
Thirteenth Naval District  
Seattle, Washington

"For Navy accounting purposes the paying office is Regional Financial Services Department, NSC Oakland, Treasure Island, San Francisco, California"

AA 1781804.2471 000 62799 0 000406 2D 90873M PP8RC0000200  
to be used for Government purposes

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

1 July 1978 through 30 September 1978, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 6,573.60

at the rate of \$ 547.80 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:  
Port of Portland

P. O. Box 3529, Portland, Oregon 97208

Either party  
4. The Government may terminate this lease at any time by giving at least 30 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

from year to year on the same terms and conditions as set forth herein but not beyond 30 September 1983:

DUPLICATE ORIGINAL

provided notice be given in writing to the Lessor at least 30 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.

Said notice shall be computed commencing with the day after the date of mailing. Renewal notice for the term 1 October 1978 - 30 September 1979 is waived by Lessor

6. The Lessor shall furnish the Government, as part of the rental consideration, the following:

7. The following are attached and made a part hereof:  
The General Provisions and Instructions (Standard Form 2-A, 1970 edition).

Gratuities Clause, Negotiated Lease Clause  
(See Rider No. One)

8. The following changes were made in this lease prior to its execution:

Paragraph 4 was changed to allow either the Lessor or the Government to terminate this lease by giving 30 days' written notice to the other.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

PORT OF PORTLAND

PO Box 3529,  
Portland, OR 97208

of Counsel for The Port of Portland

BY

F. Gordon

PRESIDENT

IN PRESENCE OF:

Asst. Secretary

ASST. SECRETARY

UNITED STATES OF AMERICA

BY

Warren K. Branscum

(Signature)

WARREN K. BRANSCUM  
Director, Real Estate Division  
By direction of the Commanding Officer.  
(Official title)

Approved by Commission

Date July 12, 1978



## GENERAL PROVISIONS, CERTIFICATION AND INSTRUCTIONS

## U.S. Government Lease for Real Property

## GENERAL PROVISIONS

## 1. SUBLETTING THE PREMISES.

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

## 2. MAINTENANCE OF PREMISES.

The Lessor shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

## 3. DAMAGE BY FIRE OR OTHER CASUALTY.

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

## 4. ALTERATIONS.

The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

## 5. CONDITION REPORT.

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

## 6. COVENANT AGAINST CONTINGENT FEES.

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

## 7. OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease

contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

## 8. ASSIGNMENT OF CLAIMS.

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

## 9. EQUAL OPPORTUNITY CLAUSE.

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting



agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 10. FACILITIES NONDISCRIMINATION.

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of

this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

#### 11. EXAMINATION OF RECORDS.

(NOTE.—This provision is applicable if this lease was negotiated without advertising.)

(a) The Lessor agrees that the Comptroller General of the United States, or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

#### 12. APPLICABLE CODES AND ORDINANCES.

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

#### 13. INSPECTION.

At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.

#### 14. ECONOMY ACT LIMITATION.

If the rental specified in this lease exceeds \$2,000 per annum, the limitation of Section 322 of the Economy Act of 1932, as amended (40 U.S.C. 278a), shall apply.

#### 15. FAILURE IN PERFORMANCE.

In the event of failure by the Lessor to provide any service, utility, maintenance or repairs required under this lease, the Government shall have the right to secure said services, utilities, maintenance or repairs and to deduct the cost thereof from rental payments.

#### 16. LESSOR'S SUCCESSORS.

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

### CERTIFICATION

#### 1. CERTIFICATION OF NONSEGREGATED FACILITIES.

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies fur-

that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors

prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

*NOTE.—The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

### INSTRUCTIONS

1. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.

2. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

3. Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature

and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.

4. When deletions or other alterations are made specific notation thereof shall be entered under clause 8 of the lease before signing.

5. If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.

## Standard Form 2-A

RIDER NO. ONE

## GRATUITIES CLAUSE: (Mar. 1952)

(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## NEGOTIATED LEASE CLAUSE:

This lease is entered into as a result of negotiations pursuant to the authority of 10 U.S.C. 2304(a) (10) and any necessary determinations and findings, or other supporting statement of justification, prescribed by the applicable act have been made.

NOTICE OF RENEWAL OF GOVERNMENT LEASE

cc: D. H. <sup># original</sup>  
B. Croft

|   |  |
|---|--|
| 1. FROM<br>Western Division, Naval Facilities Engineering Command<br>P. O. Box 727<br>San Bruno, California 94066 | 2. CONTRACT NO.<br><br>N6247478RP07071 |
|---|--|

3. TO:  
  
Port of Portland  
P. O. Box 3529  
Portland, Oregon 97208

4. You are hereby notified that under the provisions of the Government lease described below, the United States of America elects to renew the said lease as the same may have been amended, and does hereby renew, extend, and adopt the said lease and all the terms, conditions, and general provisions thereof for the period

beginning 1 October 1981 through 30 September 1982.


5. REQUIRING ACTIVITY: Supervisor of Shipbuilding, Conversion and Repair, USN  
Seattle, Washington 98115

6. DESCRIPTION OF LEASE

Lease No. N6247478RP07071 of 1 July 1978 covering use of 1,826 square feet of floor space in the NW corner of the 2nd floor of Building No. 50 (Marine Repair Building), Swan Island, Portland, Oregon.

Copy to:  
NSC PUGET SOUND (CODE 55.1)  
SUPSHIP SEATTLE  
WESTNAVFACENGCOMBRO SEATTLE

24  
2422R (orig)  
2401.1  
2401.1 (ACTION)  
File Copy

| 7. NAME, POSITION, AND TITLE  | SIGNATURE  | DATE         |
|---|--|--------------|
| CHARLES J. WILLIAMS<br>Manager, Operations Branch<br>Real Estate Division | <br>By direction of the Commander,<br>Naval Facilities Engineering Command<br>Acting under direction of the Secretary<br>of the Navy | 15 JUNE 1981 |

8. NAVY ACCOUNTING DATA

|   |            |
|---|------------|
| PAYMENT TO BE MADE BY:                                      | AMOUNT     |
| Naval Supply Center (Code 55.1), Puget Sound, Bremerton, WA | \$6,573.60 |

|               |            |                    |            |                 |              |                  |
|---------------|------------|--------------------|------------|-----------------|--------------|------------------|
| [ APPROP. ]   | [ OBJECT ] | [ BUREAU CONTROL ] | [ SUB- ]   | [ AUTH ACCT'G ] | [ PROPERTY ] | [ COST ]         |
| [ & SUBHEAD ] | [ CLASS ]  | [ NO. ]            | [ ALLOT. ] | [ ACTIVITY ]    | [ TYPE ]     | [ ACCT'G ACT'Y ] |
|               |            |                    |            |                 |              | CODE AMOUNT      |
|               |            |                    |            |                 |              | \$6,573.00       |
|               |            |                    |            |                 |              | per annum        |

PSY100001040



Mr. Dwyer

# 49A

Weather Bureau. Lease  
Bureau. Vol. 2. Exp. 5/1-43

United States Department of Agriculture,  
Weather Bureau

AGREEMENT FOR SITE OR QUARTERS FOR AEROLOGICAL STATION IN AID OF AVIATION

1. ARTICLES OF AGREEMENT entered into this twenty sixth day of September, nineteen hundred and 38, between

The Port of Portland, of Portland, County of Multnomah, State of Oregon, party of the first part, and the UNITED STATES OF AMERICA, by the CHIEF OF THE WEATHER BUREAU, DEPARTMENT OF AGRICULTURE, of the said United States, party of the second part.

2. WITNESSETH: That the party of the first part, for and in consideration of the benefits to the people of the United States and to the party of the first part hereto and of the covenants and agreements hereinafter contained, to be kept and performed by the said party of the second part, hath granted, demised, and leased unto the party of the second part, and by these presents does grant, demise, and lease unto the party of the second part, the following described premises, viz:

3 rooms numbers 13, 14, 15, containing 580 sq. ft. at north end main floor administration building Portland Airport, Portland, Oregon for office and storage use; closet in room 13; heat, light (including bulbs), water, janitor service; use of roof and access thereto; also one room containing an area of 84 sqft. on road side of the third floor.

together with all rights and easements thereunto belonging, to have and to hold the same for exclusive occupancy by the United States of America for the period of one years, beginning the

1st day of September, nineteen hundred and 38, and ending the 31st day of

May, nineteen hundred and 43, upon condition

that the party of the second part shall establish and maintain upon said premises, during said period an aerological station of the Weather Bureau of the United States Department of Agriculture for the safety and aid of aviation and otherwise for the benefit of the people of the United States and of the party of the first part.

3. The party of the second part, for and in consideration of the use and occupancy of the premises hereinbefore described, and of the covenants and agreements herein made by the party of the first part, does hereby covenant and agree to establish and maintain on the premises aforesaid, during the tenancy hereby created, an aerological station for the safety and aid of aviation as aforesaid.

4. The party of the first part hereby accepts as a consideration from the said party of the second part for the use of the said premises all the benefits and advantages derived by the said party from the establishment of the said aerological station on said premises by the party of the second part during the full period covered by this lease.

5. The party of the first part does hereby covenant and agree to warrant and defend the United States, its officers and agents, in the quiet and peaceable possession and occupancy of the aforesaid premises during the said term.

Change made  
before signatures  
Weather Bureau

Change below (in brackets) made  
before signature

F. J. M.  
CRK  
The Port of Portland,  
WBAS-Portland

6. It is hereby mutually covenanted and agreed that all rights, powers, and facilities that shall be necessary or convenient for the efficient use and occupancy of said premises (including access thereto for its employees, and installation of necessary equipment) are hereby conferred upon and reserved by the party of the second part, including the right of the party of the second part to make such alterations as may be necessary or convenient for its use.

7. It is further mutually covenanted and agreed that all structures or fixtures which are placed on said premises by the United States shall be and remain the exclusive property of the United States, notwithstanding the same may be attached to the realty so as to become a part thereof, and that the party of the second part shall have the right to remove all structures and fixtures so erected or placed on said premises.

8. It is further mutually covenanted and agreed by and between the parties hereto that either party hereto shall have the right to terminate this lease, upon giving to the other party or its successors, or assigns, one day's notice of such intention, in case of destruction by fire, or thirty days' notice otherwise.

8a. It is mutually understood and agreed that the agreement dated August 1, 1933 between the parties hereto is hereby terminated.

9. IN WITNESS WHEREOF, The parties hereto have executed this agreement on the day, month, and year first above written.

WITNESS:

*J. Doyle*

THE PORT OF PORTLAND

BY:

*Harry L. Corbett*

TITLE:

President

(Party of the first part.)

THE UNITED STATES OF AMERICA,

By

*[Signature]*

Chief of Weather Bureau

(Party of the second part.)

WITNESS:

*J. Brennan*

(WB-1-21-33-1,000) 55

U. S. DEPARTMENT OF AGRICULTURE  
WEATHER BUREAU

AGREEMENT FOR SITE OR QUARTERS FOR  
AEROLOGICAL STATION IN AID  
OF AVIATION

Station, \_\_\_\_\_

Lessor, \_\_\_\_\_

Period, from \_\_\_\_\_, 193\_\_

to \_\_\_\_\_, 19\_\_

Contract No. 84

(Original)

United States Department of Agriculture,

Weather Bureau

AGREEMENT FOR SITE OR QUARTERS FOR AEROLOGICAL STATION IN AID OF AVIATION

1. ARTICLES OF AGREEMENT entered into this first day of August, nineteen hundred and thirty between The Port of Portland, of Portland, County of Multnomah, State of Oregon, party of the first part, and the UNITED STATES OF AMERICA, by the CHIEF OF THE WEATHER BUREAU, DEPARTMENT OF AGRICULTURE, of the said United States, party of the second part.

2. WITNESSETH: That the party of the first part, for and in consideration of the benefits to the people of the United States and to the party of the first part hereto and of the covenants and agreements hereinafter contained, to be kept and performed by the said party of the second part, hath granted, demised, and leased unto the party of the second part, and by these presents does grant, demise, and lease unto the party of the second part, the following described premises, viz:

three rooms, containing a total area of 870 sq. ft. of floor space on the field side of the first floor, one room, containing an area of 160 sq. ft. of floor space on the road side of the first floor, and one room, containing an area of 84 sq. ft. of floor space, on the road side of the third floor of the new Administration Building at the Portland, Oregon, Airport, together with heat, light, water, and use of roof for exposure of Weather Bureau instruments and for taking balloon observations.

together with all rights and easements thereunto belonging, to have and to hold the same for exclusive occupancy by the United States of America for the period ~~of twenty years~~, beginning the

first day of August, nineteen hundred and thirty, and ending the thirtieth day of

June, nineteen hundred and thirty-eight, upon condition that the party of the second part shall establish and maintain upon said premises, during said period an aerological station of the Weather Bureau of the United States Department of Agriculture for the safety and aid of aviation and otherwise for the benefit of the people of the United States and of the party of the first part.

3. The party of the second part, for and in consideration of the use and occupancy of the premises hereinbefore described, and of the covenants and agreements herein made by the party of the first part, does hereby covenant and agree to establish and maintain on the premises aforesaid, during the tenancy hereby created, an aerological station for the safety and aid of aviation as aforesaid.

4. The party of the first part hereby accepts as a consideration from the said party of the second part for the use of the said premises all the benefits and advantages derived by the said party from the establishment of the said aerological station on said premises by the party of the second part during the full period covered by this lease.

5. The party of the first part does hereby covenant and agree to warrant and defend the United States, its officers and agents, in the quiet and peaceable possession and occupancy of the aforesaid premises during the said term.

PSY100001044



5. The execution of this agreement terminates, with July 31, 1930, the agreement, dated May 8, 1930, for office space, etc., in the same building at the Portland Airport.

6. It is hereby mutually covenanted and agreed that all rights, powers, and facilities that shall be necessary or convenient for the efficient use and occupancy of said premises (including access thereto for its employees, and installation of necessary equipment) are hereby conferred upon and reserved by the party of the second part, including the right of the party of the second part to make such alterations as may be necessary or convenient for its use.

7. It is further mutually covenanted and agreed that all structures or fixtures which are placed on said premises by the United States shall be and remain the exclusive property of the United States, notwithstanding the same may be attached to the realty so as to become a part thereof, and that the party of the second part shall have the right to remove all structures and fixtures so erected or placed on said premises.

8. It is further mutually covenanted and agreed by and between the parties hereto that either party hereto shall have the right to terminate this lease, upon giving to the other party its \_\_\_\_\_, successors, or assigns, one day's notice of such intention, in case of destruction by fire, or sixty days' notice otherwise.

9. IN WITNESS WHEREOF, The parties hereto have executed this agreement on the day, month, and year first above written.

WITNESS:

J. Doyle

WITNESS:

S. A. Benter

(WB-9-13-28-500)

The Port of Portland

By

Frank M. Barrett  
(Party of the first part.) Title Pres.

THE UNITED STATES OF AMERICA,

By

C. W. Morrison  
Chief of Weather Bureau.  
(Party of the second part.)

U. S. DEPARTMENT OF AGRICULTURE  
WEATHER BUREAU

AGREEMENT FOR SITE OR QUARTERS FOR  
AEROLOGICAL STATION IN AID  
OF AVIATION

Station, \_\_\_\_\_

Lessor, \_\_\_\_\_

Period, from \_\_\_\_\_, 192\_\_

to \_\_\_\_\_, 193\_\_

Contract No. 84.

(Original)

United States Department of Agriculture,  
Weather Bureau

AGREEMENT FOR SITE OR QUARTERS FOR AEROLOGICAL STATION IN AID OF AVIATION

1. ARTICLES OF AGREEMENT entered into this eighth day of May, nineteen hundred and thirty between The Port of Portland, of Portland, County of Multnomah, State of Oregon, party of the first part, and the UNITED STATES OF AMERICA, by the CHIEF OF THE WEATHER BUREAU, DEPARTMENT OF AGRICULTURE, of the said United States, party of the second part.

2. WITNESSETH: That the part y of the first part, for and in consideration of the benefits to the people of the United States and to the part y of the first part hereto and of the covenants and agreements hereinafter contained, to be kept and performed by the said party of the second part, hath granted, demised, and leased unto the party of the second part, and by these presents do es grant, demise, and lease unto the party of the second part, the following described premises, viz:

three rooms, containing a total area of 870 sq. ft. of floor space on the field side of the first floor, and one room, containing 84 sq. ft. of floor space on the road side of the third floor of the new Administration Building at the Portland, Oregon, Airport, together with heat, light, water, and use of roof for exposure of Weather Bureau instruments and for taking balloon observations,

together with all rights and easements thereunto belonging, to have and to hold the same for exclusive occupancy by the United States of America for the period ~~sixty-six months~~ beginning the

Eighth day of May, nineteen hundred and thirty, and ending the thirtieth day of June, nineteen hundred and thirty-eight, upon condition that the party of the second part shall establish and maintain upon said premises, during said period an aerological station of the Weather Bureau of the United States Department of Agriculture for the safety and aid of aviation and otherwise for the benefit of the people of the United States and of the party y of the first part.

3. The party of the second part, for and in consideration of the use and occupancy of the premises hereinbefore described, and of the covenants and agreements herein made by the party y of the first part, does hereby covenant and agree to establish and maintain on the premises aforesaid, during the tenancy hereby created, an aerological station for the safety and aid of aviation as aforesaid.

4. The part y of the first part hereby accepts s as a consideration from the said party of the second part for the use of the said premises all the benefits and advantages derived by the said part y from the establishment of the said aerological station on said premises by the party of the second part during the full period covered by this lease.

5. The part y of the first part do es hereby covenant and agree to warrant and defend the United States, its officers and agents, in the quiet and peaceable possession and occupancy of the aforesaid premises during the said term.

PSY100001047

51. The execution of this agreement terminates, with  
May 7, 1930, the agreement dated December 11, 1928, for office  
space, etc., in the old Administration Building at the Portland  
Airport.

6. It is hereby mutually covenanted and agreed that all rights, powers, and facilities that shall be necessary or convenient for the efficient use and occupancy of said premises (including access thereto for its employees, and installation of necessary equipment) are hereby conferred upon and reserved by the party of the second part, including the right of the party of the second part to make such alterations as may be necessary or convenient for its use.

7. It is further mutually covenanted and agreed that all structures or fixtures which are placed on said premises by the United States shall be and remain the exclusive property of the United States; notwithstanding the same may be attached to the realty so as to become a part thereof, and that the party of the second part shall have the right to remove all structures and fixtures so erected or placed on said premises.

8. It is further mutually covenanted and agreed by and between the parties hereto that either party hereto shall have the right to terminate this lease, upon giving to the other party its \_\_\_\_\_, successors, or assigns, one day's notice of such intention, in case of destruction by fire, or sixty days' notice otherwise.

9. IN WITNESS WHEREOF, The parties hereto have executed this agreement on the day, month, and year first above written.

WITNESS:

J. D. Doyle

The Port of Portland

By

Frank H. Garvey  
(Part of the first part.) President

THE UNITED STATES OF AMERICA,

By

W. H. Mason

Chief of Weather Bureau.  
(Party of the second part.)

WITNESS:

S. D. Benter

(WB-9-13-28-600)



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U.S. DEPARTMENT OF AGRICULTURE  
WEATHER BUREAU

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AGREEMENT FOR SITE OR QUARTERS FOR  
AEROLOGICAL STATION IN AID  
OF AVIATION

---

Station, \_\_\_\_\_

Lessor, \_\_\_\_\_

Period, from \_\_\_\_\_, 192

to \_\_\_\_\_, 193

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PSY100001049

United States Department of Agriculture,

Weather Bureau

AGREEMENT FOR SITE OR QUARTERS FOR AEROLOGICAL STATION IN AID OF AVIATION

1. ARTICLES OF AGREEMENT entered into this eleventh day of December, nineteen hundred and twenty-eight between The Port of Portland, of Portland, County of Multnomah, State of Oregon, party of the first part, and the UNITED STATES OF AMERICA, by the CHIEF OF THE WEATHER BUREAU, DEPARTMENT OF AGRICULTURE, of the said United States, party of the second part.

2. WITNESSETH: That the party... of the first part, for and in consideration of the benefits to the people of the United States and to the party... of the first part hereto and of the covenants and agreements hereinafter contained, to be kept and performed by the said party of the second part, hath granted, demised, and leased unto the party of the second part, and by these presents do ES grant, demise, and lease unto the party of the second part, the following described premises, viz: approximately 176 square feet of floor space (one corner, 6'11" by 9'2", of which is inclosed for storeroom and balloon filling), being the northwest one-half of the "Administration Building", which is a one-room building of dimensions 15'2" by 23'3", at the Portland, Oregon, Airport, together with light, heat, and water; also ground space for pilot balloon work, -

together with all rights and easements thereunto belonging, to have and to hold the same for exclusive occupancy by the United States of America for the period of XXXX years, beginning the fourteenth day of July, nineteen hundred and twenty-eight, and ending the thirtieth day of June, nineteen hundred and thirty-eight, upon condition that the party of the second part shall establish and maintain upon said premises, during said period an aerological station of the Weather Bureau of the United States Department of Agriculture for the safety and aid of aviation and otherwise for the benefit of the people of the United States and of the party... of the first part.

3. The party of the second part, for and in consideration of the use and occupancy of the premises hereinbefore described, and of the covenants and agreements herein made by the party... of the first part, does hereby covenant and agree to establish and maintain on the premises aforesaid, during the tenancy hereby created, an aerological station for the safety and aid of aviation as aforesaid.

4. The party... of the first part hereby accept S as a consideration from the said party of the second part for the use of the said premises all the benefits and advantages derived by the said party... from the establishment of the said aerological station on said premises by the party of the second part during the full period covered by this lease.

5. The party... of the first part do ES hereby covenant and agree to warrant and defend the United States, its officers and agents, in the quiet and peaceable possession and occupancy of the aforesaid premises during the said term.

6. It is hereby mutually covenanted and agreed that all rights, powers, and facilities that shall be necessary or convenient for the efficient use and occupancy of said premises (including access thereto for its employees, and installation of necessary equipment) are hereby conferred upon and reserved by the party of the second part, including the right of the party of the second part to make such alterations as may be necessary or convenient for its use.

7. It is further mutually covenanted and agreed that all structures or fixtures which are placed on said premises by the United States shall be and remain the exclusive property of the United States, notwithstanding the same may be attached to the realty so as to become a part thereof, and that the party of the second part shall have the right to remove all structures and fixtures so erected or placed on said premises.

8. It is further mutually covenanted and agreed by and between the parties hereto that either party hereto shall have the right to terminate this lease, upon giving to the other party its \_\_\_\_\_, successors, or assigns, one day's notice of such intention, in case of destruction by fire, or sixty days' notice otherwise.

9. IN WITNESS WHEREOF, The parties hereto have executed this agreement on the day, month, and year first above written.

WITNESS:

W. Doyle

WITNESS:

S. A. Benter

(WB-9-13-28-500)

The Port of Portland

By

Frank M. Warren  
(Party of the first part.)

THE UNITED STATES OF AMERICA,

By

Ch. Marvin

Chief of Weather Bureau,  
(Party of the second part.)

U. S. DEPARTMENT OF AGRICULTURE  
WEATHER BUREAU

AGREEMENT FOR SITE OR QUARTERS FOR  
AEROLOGICAL STATION IN-AID  
OF AVIATION

Station, \_\_\_\_\_

Lessor, \_\_\_\_\_

Period, from \_\_\_\_\_, 192

to \_\_\_\_\_, 193

PSY100001052



Memo. 3/27-38-JJD.

Revised to 5/31-43

Cancelable on  
30 days notice  
by either party

No rental.

Number of file 10A  
(Triplicate)

United States Department of Agriculture,  
Weather Bureau

AGREEMENT FOR SITE OR QUARTERS FOR AEROLOGICAL STATION IN AID OF AVIATION

1. ARTICLES OF AGREEMENT entered into this FIRST day of the AUGUST 1933, nineteen hundred and THIRTY-THREE between The Port of Portland, of Portland, County of Multnomah, State of Oregon, party of the first part, and the UNITED STATES OF AMERICA, by the CHIEF OF THE WEATHER BUREAU, DEPARTMENT OF AGRICULTURE, of the said United States, party of the second part.

2. WITNESSETH: That the part Y of the first part, for and in consideration of the benefits to the people of the United States and to the part Y of the first part hereto and of the covenants and agreements hereinafter contained, to be kept and performed by the said party of the second part, hath granted, demised, and leased unto the party of the second part, and by these presents do 99 grant, demise, and lease unto the party of the second part, the following described premises, viz:  
8 rooms (Nos. 12 and 13), containing a total area of 400 sq. ft. of floor space on the field side of the 1st. floor; 8 rooms (Nos. 14 and 15), containing 840 sq. ft. of floor space on the road side of the 1st. floor, and one room containing an area of 84 sq. ft. on road side of the third floor, all in the Administration Building at the Portland, Oregon, Airport; together with heat, light, water, janitor service, use of roof and access thereto

together with all rights and easements thereunto belonging, to have and to hold the same for exclusive occupancy by the United States of America for the period of ten years, beginning the first day of June, nineteen hundred and thirty-three, and ending the thirty-first day of May, nineteen hundred and forty-three, upon condition that the party of the second part shall establish and maintain upon said premises, during said period an aerological station of the Weather Bureau of the United States Department of Agriculture for the safety and aid of aviation and otherwise for the benefit of the people of the United States and of the part Y of the first part.

3. The party of the second part, for and in consideration of the use and occupancy of the premises hereinbefore described, and of the covenants and agreements herein made by the part Y of the first part, does hereby covenant and agree to establish and maintain on the premises aforesaid, during the tenancy hereby created, an aerological station for the safety and aid of aviation as aforesaid.

4. The part Y of the first part hereby accept 8 as a consideration from the said party of the second part for the use of the said premises all the benefits and advantages derived by the said part Y from the establishment of the said aerological station on said premises by the party of the second part during the full period covered by this lease.

5. The part Y of the first part do 83 hereby covenant and agree to warrant and defend the United States, its officers and agents, in the quiet and peaceable possession and occupancy of the aforesaid premises during the said term.

6. It is hereby mutually covenanted and agreed that all rights, powers, and facilities that shall be necessary or convenient for the efficient use and occupancy of said premises (including access thereto for its employees, and installation of necessary equipment) are hereby conferred upon and reserved by the party of the second part, including the right of the party of the second part to make such alterations as may be necessary or convenient for its use.

7. It is further mutually covenanted and agreed that all structures or fixtures which are placed on said premises by the United States shall be and remain the exclusive property of the United States, notwithstanding the same may be attached to the realty so as to become a part thereof, and that the party of the second part shall have the right to remove all structures and fixtures so erected or placed on said premises.

8. It is further mutually covenanted and agreed by and between the parties hereto that either party hereto shall have the right to terminate this lease, upon giving to the other party \_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_, successors, or assigns, one day's notice of such intention, in case of destruction by fire, or thirty days' notice otherwise.

8a. The execution of this agreement terminates with May 31, 1933, the agreement dated August 1, 1930, for office space, etc., in the same building at the Portland Airport.

9. IN WITNESS WHEREOF, The parties hereto have executed this agreement on the day, month, and year first above written.

WITNESS:

[Signature]

[Signature] (President)

The Port of Portland,  
By (Party of the first part) Title.

WITNESS:

[Signature]

~~XXXXXXXXXX~~  
THE UNITED STATES OF AMERICA,  
By [Signature]  
Chief of Weather Bureau.  
(Party of the second part.)

U. S. DEPARTMENT OF AGRICULTURE  
WEATHER BUREAU

AGREEMENT FOR SITE OR QUARTERS FOR  
AEROLOGICAL STATION IN AID  
OF AVIATION

Station, \_\_\_\_\_

Lessor, \_\_\_\_\_

Period, from \_\_\_\_\_, 193\_\_

to \_\_\_\_\_, 19\_\_



## MONTH-TO-MONTH LEASE

THIS LEASE, dated October 16, 1981, by and between THE PORT OF PORTLAND, a municipal corporation of the state of Oregon, hereinafter referred to as Port, and C & C SANDBLASTING AND PAINTING CO., hereinafter referred to as Lessee,

### ARTICLE I - PREMISES

Section 1.01 - Description: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of: 221 square feet of office space on the lower level of Portland Ship Repair Yard Building 80.

Section 1.02 - Use of Premises: Lessee may use the premises only for the following purpose: office for ship repair related activities.

### ARTICLE II - TERM

The term of this Lease shall commence on October 16, 1981, and continue month to month until terminated by either party upon thirty (30) days written notice.

### ARTICLE III - RENTAL

Lessee shall pay to Port as rent the sum of Seventy-Nine and 56/100 Dollars (\$79.56) per month. Rent shall be payable on the tenth (10th) day of each month in advance.

In addition, Lessee shall pay Twenty-Five and No/100 Dollars (\$25.00) per month as a fixed fee for utilities.

All rents remaining unpaid for a period of forty-five (45) calendar days after the first day of the month due will be charged a delinquency charge of one and one-half percent (1 1/2%) per month (eighteen percent [18%] per year).

#### ARTICLE IV - LESSEE OBLIGATIONS

Section 4.01 - Title to Improvements, Personal Property: Upon termination of this Lease the Port shall have the option to either require removal of all structures, installations or improvements within thirty (30) days after the expiration of the Lease at Lessee's expense or shall have the option to take title to such structures, installations, and improvements. Personal property such as furniture shall be removed by Lessee within thirty (30) days or the Port shall have the option to remove said personal property at Lessee's expense or take title.

Section 4.02 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Port shall at all times

during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

Section 4.03 - Services: Lessee shall promptly pay any charges for telephone and charges for utilities and services furnished to the leased premises at Lessee's order or consent.

Section 4.04 - Taxes: Lessee agrees to pay all lawful taxes levied by the state, county, city, or any other tax levying body upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities or the improvements therein as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith or as soon as a statement thereof has been issued by the tax collector.

#### ARTICLE V - INDEMNITY

Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or neg-

ligence in whole or in part of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

#### ARTICLE VI - GENERAL PROVISIONS

Section 6.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port.

Section 6.02 - Attorney Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

Section 6.03 - Consent of Port: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.



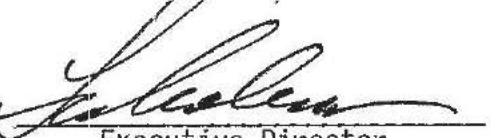
Section 6.04 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, and to the Lessee, C & C Sandblasting and Painting Co., 7017 N. Lombard Street, Portland, Oregon 97203. Date of service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.


IN WITNESS WHEREOF, the Parties hereto have subscribed their names.

LESSEE

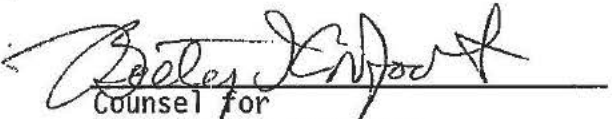
THE PORT OF PORTLAND

By 

By   
Executive Director

By 

APPROVED AS TO FORM

  
Counsel for  
The Port of Portland

10/13/81  
0306L:79K324

13-E(2)

SWAN ISLAND BUILDINGS  
MONTH TO MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this 1st day of June, 1963,  
by and between THE PORT OF PORTLAND, a municipal corporation of the State of  
Oregon (hereinafter called the "Port"), and  
CARFALL BROTHERS FOREST PRODUCTS  
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter reserved  
and of the agreements of Tenant herein to be kept, performed and fulfilled,  
leases to Tenant the following described premises, as is, situated in the  
City of Portland, County of Multnomah and State of Oregon; (Description)  
1480 Square Feet of office space adjacent to Building No. 4  
@ \$0.03 per sq. ft. per month.

To Have and to Hold above described premises to Tenant on a month-to-month  
basis, beginning June 1, 1963.

I. RENT: Tenant does hereby hire said premises on a month-to-month basis  
and does covenant and agree to pay to the Port the following:

|               |                 |
|---------------|-----------------|
| Rent          | <u>44.40</u>    |
| Outside Space |                 |
| Water Rate    | <u>3.00</u>     |
| SEWER CHARGE  | <u>2.00</u>     |
| Total         | <u>\$ 49.40</u> |

\$49.40 Dollars shall be payable without demand,  
monthly, in advance, on the first (1st) day of each month to the Port at its  
Office at Swan Island, Portland, Oregon, or at such other place in the State  
of Oregon as it may in writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for  
Office Space  
and for no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease  
without prior written approval of the Port.

IV. UTILITIES: Tenant shall pay to the Port a monthly charge for city water  
available through the Port's existing distribution system on the premises.  
The Port reserves the right to place a meter on said service, at its discre-  
tion. The minimum charge in any event is to be Three Dollars (\$3.00) per

month. The Port also reserves the right to discontinue water service when and if service becomes available directly from the city water department. The Tenant shall pay for all heat, light, power and other services or utilities used in the above described premises during his tenancy.

V. REPAIRS AND IMPROVEMENTS: The Premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future condition of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

VI. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

VIII. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

IX. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whatsoever, or any damage or loss to property of any person or persons whatsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

X. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Port after such partial destruction or damage. In the event

of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

**XI. TERMINATION OF LEASE:** This lease is terminable without liability therefor on thirty (30) days notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire and the elements alone excepted, as the same are now in or hereafter may be put in by the Port or the Tenant.

**XII. ATTACHMENT, BANKRUPTCY, DEFAULT:** In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in either of said cases or events, the Port, lawfully at its option, immediately or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate, and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or proceeding breach of covenant.

**XIII. ATTORNEY FEES AND COURT COSTS:** In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

**XIV. WAIVER:** Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.



XV. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 4099, Portland 8, Oregon, and to the Tenant at CAFFALL BROTHERS FOREST PRODUCTS, 5931 N. Lagoon Ave., Portland, Oregon. Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVI. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

SPECIAL CONDITIONS: This agreement supersedes the agreement dated March 17, 1960

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

THE PORT OF PORTLAND

  
Tenant's Signature

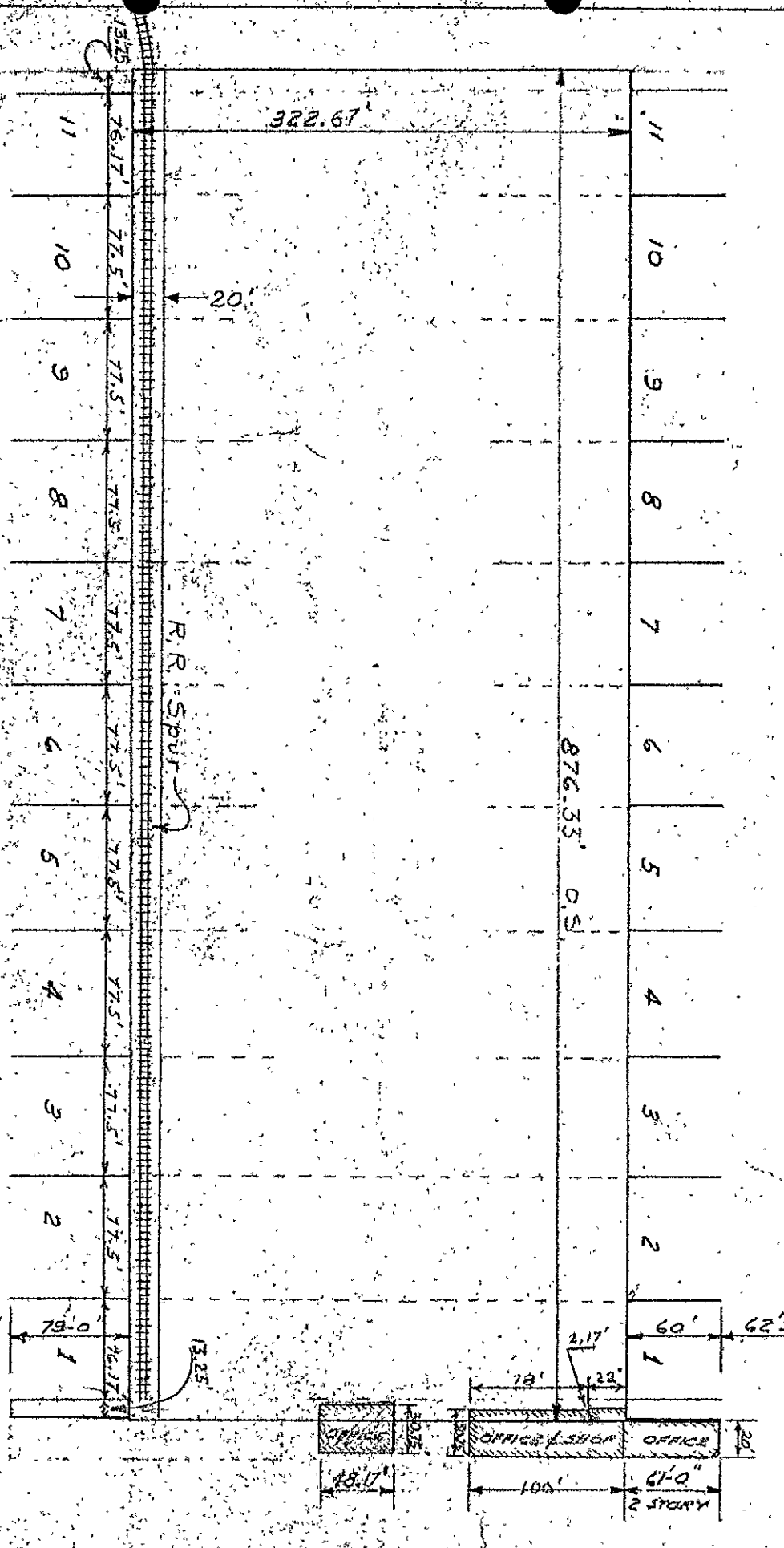
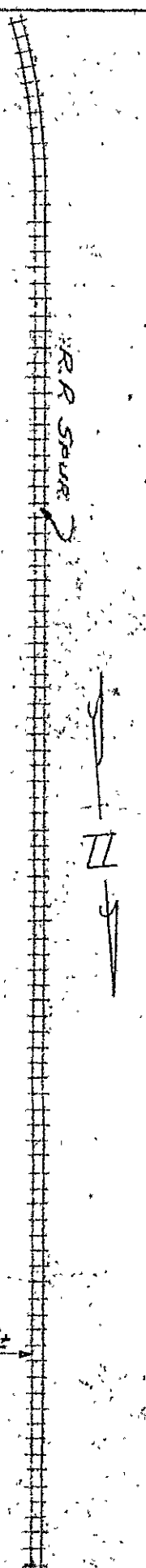
By   
Properties Department

  
for JOHN J. WINN, JR.  
General Manager

ACCOUNTING DEPT.



NOTED



Bldg No 4 - Assembly Bldg

SCALE 1" = 100'

NOTE: ALL DIMENSIONS TAKEN

OUTSIDE OF BLDG.

DATE: 11/11/00 BROS. RECORDING COMPANY 4

Mr. Reed.  
Dec. 31, 1951  
H 13-0

THIS AGREEMENT entered into this 17th day of December 1951, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called the "Port", and CALIFORNIA PACKING CORPORATION, a corporation, originating and existing under the laws of the State of New York, hereinafter called the "Tenant"

W I T N E S S E T H :

WHEREAS, the Port owns certain lands in Section 17, 20 and 21, T 1 N, R 1 E of Willamette Meridian in the City of Portland, Oregon, which lands are generally, and herein, called "Swan Island", and the Tenant has heretofore rented part of a building on said land designated as the lower floor of Building No. 3, having approximately 45,500 square feet, and desires to have a term lease thereon, and the Port has consented to such lease, now, therefore, in consideration of the mutual covenants and of the benefits accruing respectively to each of the parties, the Port and the Tenant agree as follows:

1- Lease of Premises & Equipment: The Port leases to the Tenant and the Tenant leases from the Port the underlying land and the ground floor of a structure known as Building No. 3 as described in the preamble hereof and further shown upon a plat hereto attached and which is made a part of this agreement.

2- Equipment Leased: This lease includes all of the equipment now installed in the building and indicated on the attached list entitled "Joint Survey".

3- Use of Railroad Tracks: For the rentals herein stated the Tenant is granted, subject to the conditions hereinafter stated, the use of the single railroad track immediately adjoining the easterly side of the leased premises and the tracks connecting with the 'lead track' by

means of which the leased premises are served by the rail carrier.

4- Term of Lease: This lease shall be effective beginning August 22, 1951, when the Tenant began occupancy, and shall continue for a term ending August 31, 1953, except that the Tenant may terminate this lease as of August 31, 1952, by giving notice of its election to so terminate the lease not less than 60 days prior to the date of such elective termination.

ELK  
8/31-52-53

5- Rental and Taxes and Other Charges: The Tenant shall pay to the Port rentals and charges for the land, building equipment and facilities above specified as follows:

For the ground floor of Building No. 3, a rental of Twelve Hundred and no/100 Dollars (\$1200.00) per month.

For water supplied and/or available, a flat monthly rate or, at the option of the Port, a charge based upon meter readings at rates applicable upon Swan Island.

Rentals shall be paid monthly in advance and water charges as billed.

The Tenant shall, in addition to said rentals, pay all property taxes which are levied and become a lien upon the leased premises during the term hereof, including such taxes for the full tax year current at any termination date.

6- Utility Services: The Tenant shall procure, at Tenant's own expense and risk, electric utility service as may be required by or be available to the Tenant upon the premises and the Port makes no representations or guarantees to the Tenant respecting the availability of such services.



As of the beginning date of this lease the Port is purchasing potable water from the City of Portland through a metered connection to a City main and the Tenant, as well as all tenants upon Swan Island, is being supplied with water by means of connections to an existing distribution system. The Port will continue to maintain the existing distribution system and distribute city water and will bill the Tenant therefor upon a fixed monthly charge, based upon indications of use, or the Port may, at its discretion, install meters to determine water consumption, but in either event the Tenant shall pay to the Port the full and proper charge for the use of water or for the availability of water from the distribution system now in use. It is provided, however, that the Port reserves the right to bring about the installation of City mains and refer the Tenant direct to the City of Portland for procurement of water at any time such City service becomes available and to then discontinue the present method of distribution.

7- Railroad Service and Trackage - Limitations: It is recognized by the parties hereto that at the inception of this agreement the Swan Island tract is being served by a common carrier railroad using existing trackage to the extent the said carrier deems the same to be useable.

The Port agrees that it will grant to such common carrier railroad a lease or easement to enable said carrier to serve the premises on Swan Island, but makes no representations or guarantees of the continuation of such service.

8- Ingress and Egress: It is recognized and agreed that, at the inception of this agreement, ingress and egress to premises on Swan Island is gained by utilization of paved areas upon the land connecting

with N. Going St. The Port agrees that the Tenant shall, in common with others to whom the Port shall grant similar rights, have the right of ingress and egress over such paved areas, excluding areas which are assigned to the exclusive use of others; also that the Port will keep open and permit the Tenant the right of ingress and egress between the leased premises and N. Going Street, except that, if the Port shall dedicate public streets or roads upon Swan Island, ingress and egress shall be limited to the use of such dedicated roads or streets and that in no event will the Port deprive the Tenant of the rights of ingress and egress between the leased premises and such dedicated roads or streets.

9. Laws and Codes and Untenantability. It is agreed that the Tenant is familiar with the premises, the type and kind of structure and the condition thereof and enters upon occupancy under this agreement and accepts the premises as the same now exist. The Port makes no warranties in respect to the construction or the equipment conforming with the requirements of applicable laws and codes.

In the event the Tenant's use and occupancy of the premises shall be restricted or interfered with, or it shall be required by competent authority that alterations be made to the premises to conform with laws and codes, the Tenant shall forthwith, at Tenant's own cost and expense, and upon receiving written consent from the Port therefor, make such changes as shall be necessary to fulfill the requirements, except that it shall be optional with the Tenant to elect to not make such required changes and to give written notice to the Port to that effect. Upon receipt of such notice the Port



may elect to itself make such required changes, but if the Port does not agree within 15 days to promptly effect such changes to conform the premises the Tenant may forthwith terminate this lease and surrender the premises to the Port. Thereupon the Tenant shall be relieved of all of the obligations devolving upon the Tenant hereunder except as to the payment of any accrued rental or annual taxes which have not been paid.

It is further agreed that, if the premises shall become untenable for the uses and purposes for which the Tenant has negotiated for the right of occupancy, to-wit: the operation of a warehouse and workshop for handling, storing, and marketing products, by reason of Tenant's inability to secure common carrier rail service, sewer connections, potable water service, or electric power service, by reason of existing facilities being or becoming inadequate or unusable through governmental rulings or other causes beyond the control of the Tenant, the Tenant may elect to surrender the premises and may cancel this lease agreement upon giving notice thereof to the Port and surrendering the premises in the manner set forth in the preceding paragraph.

10- Maintenance of Buildings: The Port agrees that within a reasonable time after notification from the tenant of the need therefor, it will make such necessary repairs as may be required to keep the roofs, exterior walls and foundations of the leased buildings in good condition.

The Port has heretofore authorized the Tenant to restore the sprinkler system in the leased premises to working order at an estimated cost of \$1,000.00 and the Port will reimburse the Tenant to the extent of Five Hundred and no/100 Dollars (\$500.00) of said costs upon the system being so restored.

11- Destruction or Damage of Premises: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises

RIDER TO PARAGRAPH 12

*OK*  
Notwithstanding anything in this lease to the contrary Port assumes the risk of damage from fire and/or perils insured under Extended Coverage Insurance and at its option may elect to carry insurance against such risks, and Port hereby waives any right of recovery which it might have against Tenant for any damage from fire and/or the perils of such Extended Coverage Insurance. *Q*

untenantable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenantable it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage the Tenant shall have the right to terminate this lease forthwith.

12- Liability on Leased Premises: The Tenant agrees to hold the Port (including its officers, agents, and employees) harmless from and against any and all liability, or claim of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss to property of any person or persons whomsoever, howsoever caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

13- Default - Insolvency: If Tenant fails to pay promptly when due the aforesaid rentals or fails to perform or comply with any of the provisions herein contained by it to be performed, and such default shall continue ten (10) days after the Port shall have made written demand for performance, or in the event of any assignment of Tenant's property for the benefit of creditors, filing of bankruptcy petition, or appointment of a receiver for Tenant's property, then the Port may immediately or at any time thereafter while such default shall continue re-enter said leased premises or any part thereof and expel Tenant and those claiming



by or under Tenant and remove its effects, forcibly if necessary, without being guilty of trespass and without prejudice to any remedy otherwise applicable for arrears of rent or breach of agreement and upon such re-entry this lease shall terminate.

14- Assignment Restricted - Subletting: The Tenant shall have no right to make any voluntary assignment of this lease, except when, in any specific instance, the Port has given consent, in writing, signed by the duly authorized officers of the Port, for such assignment to be given.

Subject to the Tenant's continued responsibility and no default, the Tenant may sublet space in the buildings subject to this lease for uses not creating any unusual hazard or damaging to the premises or the Swan Island property, provided any such subleases are approved by the Port in advance.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective duly authorized officers this 31<sup>st</sup> day of Dec 1951.

Approved:

By John A. Martin  
General Manager

THE PORT OF PORTLAND

BY John Williams  
President

Attest:

BY H. D. Bayle  
Assistant Secretary

CALIFORNIA PACKING CORPORATION

BY Charles W. Gifford  
Vice-President

Attest:

BY A. L. Jure  
Secretary

## JOINT CONDITION SURVEY

August 23, 1951

California Packing Company

Weatherly Bldg., 516 S E Morrison St.

Bldg. No. 3  
(Mold Loft)Type  
Frame

Other Data: Lower Floor only

| No. | Item   | Description   | Condition<br>(Good, fair, poor) |
|-----|--|---|---------------------------------|
|     | Foundation ✓   | Concrete  | Good                            |
| 14  | Doors outside ✓                                      | 6 small single door (Hinged)<br>7 double doors (sliding)<br>1 large single door (sliding) | Good                            |
|     | Walls Exterior ✓                                     | Plywood   | Fair                            |
|     | Roof ✓   | Tar Paper   | Fair                            |
|     | Paint Exterior ✓                                     | White   | Fair                            |
| 12  | Window Screens ✓                                     | (Large wire mesh,<br>over 12 lights)  | Good                            |
| 384 | Windows<br>(11 door lights not<br>included in 384) ✓ | Glass - wood sash swinging (1 broken, 1 plywood<br>covered) 41 1/2" x 20" panels          | Good                            |
|     | Floor Interior ✓                                     | Concrete  | good                            |
|     | Walls Interior ✓                                     | Painted Plywood   | Good                            |
|     | Ceilings ✓   | Painted Plywood   | Good                            |
| 10  | Doors Inside ✓                                       | 2 @ lavatories<br>4 @ sprinkling stations<br>4 @ offices                                  | Good<br>Fair<br>Good            |
| *   | Boiler Heating Unit                                  | *see Boiler Room on Page 3  |                                 |

## JOINT CONDITION SURVEY

California Packing Company

August 23, 1951

| No. | Item                      | Description  | Condition<br>(Good, fair, poor)                     |
|-----|---------------------------|--|---|
| 2   | Radiators ✓               | Steam w/electric Fan   | Good  |
| 4   | Water Closets ✓           | Porcelain  | Good  |
| 2   | Wash Bowl ✓               | Porcelain  | Good  |
| 3   | Drinking Fountains        | Metal - shop made  | Poor  |
| 2   | Soap Dispensers ✓         | Boraxo   | Good (one has no cover)                             |
| 1   | Toilet Tissue Dispenser ✓ | Twinfold   | Good  |
| 3   | Weslar Heaters ✓          | 2000 Watt<br>H020-373, 370, 707  | Fair  |
| 1   | Weslar Heater ✓           | 4000 Watt. H020-355  | Fair & not operating                                |
| 2   | Weslar Heaters ✓          | 3000 Watt. H020-599 & 773  | Fair  |
| 7   | Fire Hoses                | 1 1/2" - 50' Length Canvas Hose  | Good (six nozzles only)                             |
| 22  | Fire Extinguishers ✓      | 2 1/2 gal. water pump type   | Fair  |
| 1   | Air Compressor ✓          | Schramm, complete with<br>pressure switch & air gauge<br>ID # G-137-15       | Fair  |
| 1   | Electric Motor ✓          | Westinghouse, 25 HP<br>ID # 092-213  |   |
| 2   | Window Shades ✓           | Venetian, metal  | Good  |
| 2   | Trolley Rails ✓           | overhead monorail type<br>1- 150' lg., 1-95' lg.<br>(ea. rail with traveler) | Note: 158' length<br>equipped with hot<br>wires (3) |
| 340 | Light Fixtures ✓          | Porcelain shade drops  | Fair<br>(75 missing globes)                         |
| 1   | Switch ✓                  | Trushull, 30 amp. 125/250 V.<br># 130 SN                                     | Good  |
| 1   | Switch Panel ✓            | Coast Electric Co., 200 amp.<br># NMB 324 125/250 V.                         | Good  |
| 2   | Switch Panels ✓           | Coast Electric Co., 200 amp.<br># NMB 328 125/250 V.                         | Good  |
| 1   | Switch Panel ✓            | NMB 3321   | Good  |
| 1   | Switch Panel ✓            | No number  | Good  |



# JOINT CONDITION SURVEY

California Packing Company

August 23, 1951

| No. | Item           | Description  | Condition<br>(Good, fair, poor) |
|-----|----------------|--|---------------------------------|
| 1   | Switch Panel ✓ | HRB 328 L  | Good                            |
| 1   | Switch ✓       | Trumbull, 400 amp. 575 V.<br>A.C. Cat. # E-092-213             | Good                            |
| 2   | Switches ✓     | Trumbull, 200 amp. 575 V.<br>A.C. Cat. # E-090-408 & 407       | Good                            |
| 1   | Switch ✓       | Trumbull, 100 amp. 575 V.<br>A.C. Cat. # 243532<br>(E-090-407) | Good                            |
| 9   | Switches ✓     | Trumbull, 30 amp. - 575 V.<br>#243550                          | Good                            |
| 1   | Switch ✓       | Bulldog, 30 amp. 115/125 V.<br>A.C. #84311                     | Good                            |
| 1   | Switch ✓       | Trumbull, 100 amp. 125/250 V.<br>Cat. No. 223552 3N            | Good                            |

/s/ E.M. Reed

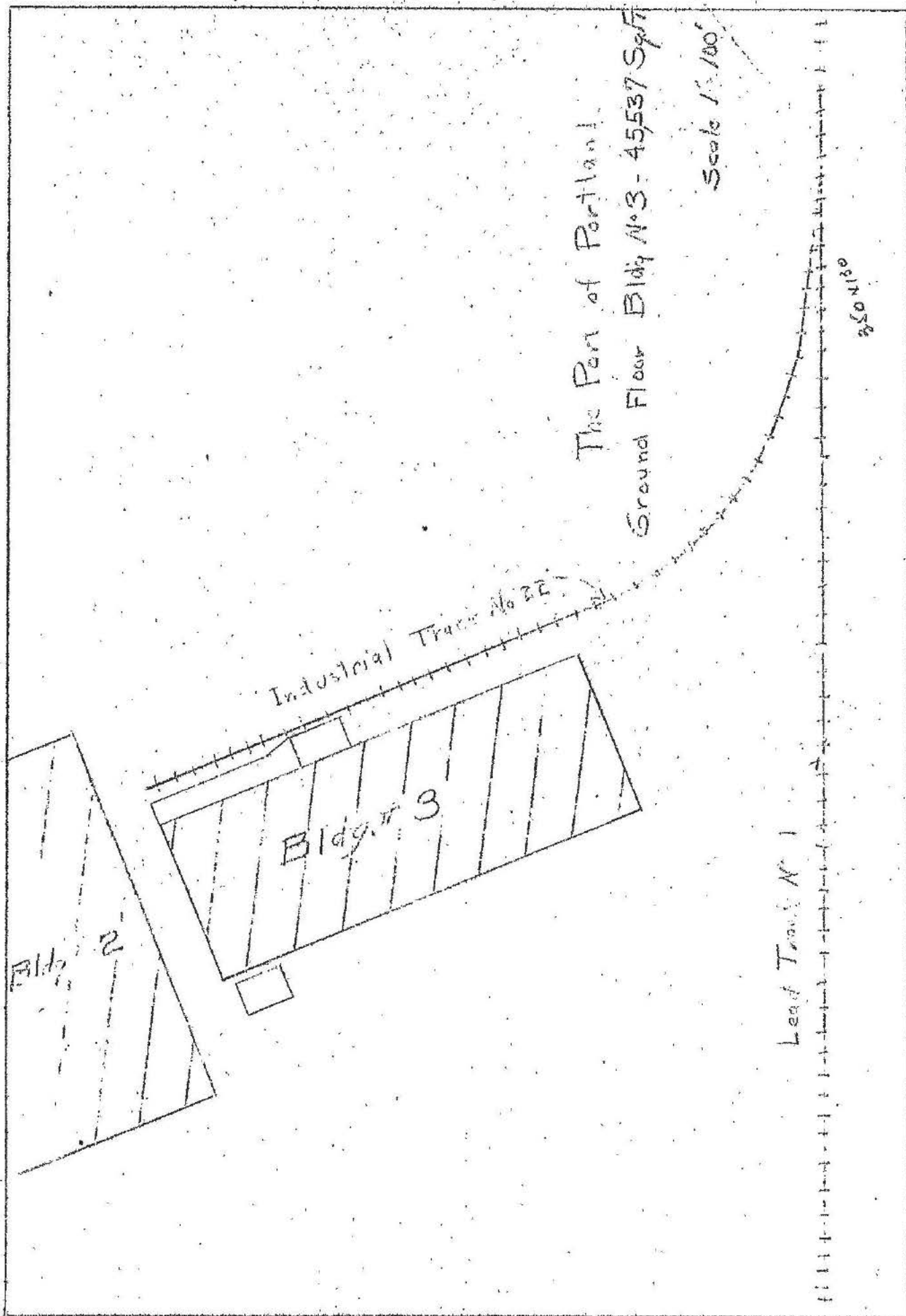
California Packing Co.

516 S. E. Morrison St.

/s/ Mel G. Ingebritsen

The Port of Portland

916 Spalding Bldg.





## ASSIGNMENT AND ASSUMPTION OF LEASE

### RECITALS

1. By Lease dated February 6, 1988 (Port Lease No. 88-023), OREGON FREIGHTWAYS, INC., a corporation organized under the laws of the State of Oregon (Assignor) and the PORT OF PORTLAND a port district of the State of Oregon (Port), entered into a Lease for land consisting of 4.873 acres and improvements including a truck terminal building of 19,949 square feet and a garage of 4,800 square feet.

2. The Assignor has entered into a sale agreement for the sale of certain assets to Viking Freight, Inc., a corporation organized under the laws of the State of California.

3. The Assignor desires to assign and transfer to Viking Freight, Inc. (Assignee) all of the Assignor's rights and obligations under the Lease.

4. The Assignee desires to assume all of the Assignor's rights and obligations under the Lease.

AGREEMENT

ASSIGNMENT: Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's rights, title and interest in and to the Lease and in and to the Premises subject to the Lease.

ASSUMPTION: Assignee hereby accepts the foregoing assignment and assumes liability for full and timely payment and performance of all obligations of the Lessee under the Lease, including the payment of all rentals and other charges required by the Lease.

ASSIGNEE ADDRESS FOR NOTICES: Until otherwise changed as provided in the Lease, all notices to the Lessee under the Lease shall be mailed to Assignee at Viking Freight, Inc., 411 East Plumeria Drive, Suite 100, San Jose, California 95134.

OREGON FREIGHTWAYS, INC.,  
an Oregon Corporation

By \_\_\_\_\_

Title: \_\_\_\_\_

VIKING FREIGHT, INC.,  
a California Corporation

By \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY

Paul C. Elmer

Counsel, Port of Portland

CONSENT TO ASSIGNMENT

NOW, THEREFORE, the Port hereby consents to the assignment and transfer by the Assignor to and the assumption by the Assignee of the Lease, subject to all rights and obligations of the Assignee under the assignment and transfer from the Assignor being subordinate to, and the Assignee strictly complying with, the applicable terms, covenants, and conditions of the Lease as may be amended in the future. Nothing in this document shall be deemed to modify or amend the Lease in any way, except as expressly set forth above.

The Assignor and all other parties liable for the Lessee's performance under the Lease shall remain liable to the Port after the assignment for the performance of all obligations under the Lease, notwithstanding such assignment.

EXECUTED AND DATED: November 15, 1991.

THE PORT OF PORTLAND

BY

  
Mike Thorne  
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY

  
Counsel for The Port of Portland

LEASE

BETWEEN

THE PORT OF PORTLAND

AND

OREGON FREIGHTWAYS

SWAN ISLAND INDUSTRIAL PARK

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